



AUCTION

PROPERTY INFORMATION

UC
RANCHTM
PROPERTIES

A Division of United Country Real Estate

REX AND RHONDA FENNELL FARMS AUCTION
PROPERTY LOCATION: LAMB COUNTY TEXAS

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PO Box 295
Sudan, TX 79371

WELCOME AUCTION BIDDERS!

On behalf of UC Ranch Properties | M. Edwards Realty & Land, and the Sellers, we would like to welcome you to the auction event. Our number one goal is to provide as much clarity and information needed for you to make a well-informed purchase.

The real estate auction process should not be complicated. We believe in creating an open and transparent environment for our clients and customers by providing full disclosure, pertinent information and walking through the process to make the auction event the exciting opportunity that it was designed to be. Remember, we are here to provide a service so please let us know if you have any questions about the property being offered or questions about the auction process.

Real Estate Auctions have become increasingly popular over recent years, as property owners and buyers are realizing the advantages to an expedited sales process. Professional real estate auction services allow sellers to present their property, the marketplace and opportunity for well-informed and qualified buyers to present their offers.

Over the past 95 years, United Country has become recognized as the leader in real estate auction marketing. As the largest fully integrated real estate and auction organization in the United States, we consistently deliver industry leading auction marketing, technology, training, and results to our clients. For more information about UC Ranch Properties | M. Edwards Realty & Land, feel free to visit our website at: www.MEdwardsRealty.com.

Thanks again for your attendance,

Monty Edwards

Monty Edwards, Broker
UC Ranch Properties | M. Edwards Realty & Land

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R & R Fennell Farms Retirement Auction

IRRIGATED GRAZING/FARMING/FEEDING OPERATION
734 +/-ACRES (5 PARCELS)

AUCTION DATE / TIME: Wednesday January 11, 2023 @ 11:00am

AUCTION LOCATION: Bailey County Civic Center, 2206 W American Blvd, Muleshoe, TX 79347

AUCTION INFORMATION: All of the information for this live auction event can be found online by going to www.TXFarmRanchAuction.com

PROPERTY LOCATION: Multiple farms located just outside of Springlake, Texas. See website for parcel locations.

LEGAL DESCRIPTIONS: All legal descriptions are outlined in the Property Information Packets, under the Title Commitments. Select parcels may require survey to produce a legal description, prior to closing.

MAP LINK: <https://mequicklink.com/RRFennellMap>

METHOD OF AUCTION: Multi-parcel auction which allows buyers to bid on a single parcel, combination of parcels, or the entire offering.

PROPERTY INSPECTION: The property can be viewed by appointment, contact the auction company to schedule a showing at 806-786-5426 or 806-686-6371.

GENERAL DESCRIPTION: This adaptable and distinctive offering is a grazing/farming/feeding operation with substantial improvements that make it well suited for a variety of irrigated and non-irrigated practices. This property is also setup for various species of livestock including cattle, sheep and goats. All but one of the parcels have 1348-12 Stay Tuff High Tensile Woven Wire permanent fencing which not only keeps all species of livestock contained, but also greatly deters predators from entry into pastures. There is an unbelievable homestead/headquarter parcel which boasts tremendous opportunity for being either a wonderful compliment to adjacent land parcels and/or offers tremendous multi-use opportunity for someone to make use of livestock and commercial barns, office, livestock/horse paddocks. Completing this portion of the offering is the large updated 3BR 2½ BA main residence that has a great floor plan and awesome amenities. There is also a great second residence that could be a home for herdsman, foreman or just a great rental/airbnb property boasting additional revenue potential. Overall, the soils on this land are some of the more desirable and versatile soils present in the county and region and are suited for irrigated and non-irrigated farming and grazing practices. Three of the Pivot Irrigation Systems are equipped with AgSense Systems (subscription required) with monitoring and stopping control. Whether you have an interest in livestock, good quality farmland, or if you are looking for an unbelievable home with tons of amenities or all the above, this multi-parcel offering is one that you don't want to miss.

Note: Regarding parcel 5, there is mobile home not owned by seller, that **will not convey**.

PARCEL DESCRIPTIONS: 734+/- acres offered in (5 parcels), more specifically described as follows:

PARCEL 1: 314 +/- deeded acres. The soil composition is primarily comprised of Olton Loam, Amarillo Fine Sandy Loam and Acuff Loam; all in class 3e with exception of the playa lake which has some Randall Clay. The parcel is fairly flat with more slope in areas around the playa lake. This parcel has permanent 1348-12 Stay Tuff high tensile woven wire Fencing with 240 +/- acres under pivot with 2 pivot irrigation systems w/4 irrigation wells all tied together with underground line. There is also a stock water well that has a well house and is also set up for filling tanks. At this location there is also a 3-phase transformer that could supply single phase power for a variety of uses. The two pivots are packaged at 350 gpm, and the owner runs one pivot at a time. The Pivot Irrigation Systems are equipped with AgSense Systems (subscription required) with monitoring and stopping control (pivot only). There are two Johnson livestock waterers located on this property. Underground irrigation system is connected to parcel 2 by means of an 8" line, offering option to move water between parcels if purchased by same buyer.

Note: Possession of the Property will be delivered at Seller's discretion after closing, but in no event later than February 28, 2023. Seller retains the right to possession of the Property for grazing and agricultural uses during this time period. This paragraph and limited right of possession shall survive Closing.

Pivot Details:

Pivot Name:	Year	Make	Length	GPM package	Extras
W- Hwy	2012	Reinke	7-Tower	350*	AgSense System (Pivot Start – Stop)
Davis	2011	Valley	7-Tower	350*	AgSense System (Pivot Start – Stop)

*Currently Pivots are run one at a time on this parcel.

PARCEL 2: 155 +/- deeded acres. The soil composition is dominated by Olton loam with some Amarillo fine sandy loam and Midessa fine sandy loam and Zita loam; all in class 3e and some 2e in regards to irrigated practice and all ranging from 0-3 percent slope but mostly less than 1% Slope. This parcel has permanent 1348-12 Stay Tuff high tensile woven wire fencing and interior fencing, 100 +/- acres under pivot with 1 pivot irrigation system w/2 irrigation wells tied together with underground line. The Pivot Irrigation Systems are equipped with AgSense Systems (subscription required) with Pivot Start Stop Controls. This system is packaged at 350 gpm. Underground irrigation system is connected to parcel 1 with an 8" line offering option to move water between parcels if purchased by same buyer. Owner has estimated there is enough electric service at pivot to allow for addition of another well somewhere in southern portion of parcel.

Note: Possession of the Property will be delivered at Seller's discretion after closing, but in no event later than February 28, 2023. Seller retains the right to possession of the Property for grazing and agricultural uses during this time period. This paragraph and limited right of possession shall survive Closing.

Pivot Details:

Pivot Name:	Year	Make	Length	GPM package	Extras
E- Hwy	2012	Reinke	7-Tower	350 gpm	AgSense System (Pivot Start – Stop)

PARCEL 3: 100 +/- deeded acres. The soil composition is comprised of mostly Olton Loam and Amarillo fine sandy loam with good amounts of Acuff loam; all in class 3e(non-irrigated) with exception of randall clay in lake bottom and all ranging from 0-3 percent slope. This parcel has permanent 1348-12 Stay Tuff high tensile woven wire perimeter and interior fencing, 70 +/-acres under pivot with 1 pivot irrigation system w/2 irrigation wells tied together with underground line. This pivot has cut-offs and owner runs portion of spans at a time. Owner estimates that the wells on this parcel pump approximately 45 gpm. This tract has some playa lake area that is great in wet seasons for producing good grazing for sheep and goats.

Note: Possession of the Property will be delivered at Seller's discretion after closing, but in no event later than February 28, 2023. Seller retains the right to possession of the Property for grazing and agricultural uses during this time period.

Pivot Details:

Pivot Name:	Year	Make	Length	GPM package	Extras
Lake	1993	Valley	8-Tower	unknown	

PARCEL 4: 160 +/- deeded acres. The soil composition is comprised of Portales loam, Olton loam and Acuff loam with 0-1% slope. This parcel 120+/- acres under pivot with 1 pivot irrigation system w/3 irrigation wells tied together with underground line. One of the wells is also setup with a float switch for livestock water tank. This pivot is packaged at 125 gpm. This farm has great accessibility with ½ mile of lightly traveled FM paved road frontage.

Note: Possession of the Property will be delivered at Seller's discretion after closing, but in no event later than February 28, 2023. Seller retains the right to possession of the Property for grazing and agricultural uses during this time period.

Pivot Details:

Pivot #:	Year	Make	Length	GPM package	Extras
Stamps	2002	Valley	8-tower	125 gpm	

PARCEL 5 (Homesite): 5.0 +/- deeded acres subject to possible survey. Enjoy a serene escape in this stunning home on approximately 5 acres outside the rural community of Springlake, TX. The beautiful 3-bedroom 2½ bath home with an office and basement is located just a 1.5 mile West of Hwy 385 off of Hwy 70. The lush landscaping has an automatic sprinkler system in both the front and back. There is a built-in outdoor kitchen, fireplace and wrap around covered patio where you will find the beauty of the outdoors! Upon entrance of the home, you will be greeted by a large living area featuring a vaulted wood accent ceiling, beautiful stone wood-burning fireplace as well as plantation shutters and gorgeous built-in shelving. Off the living area you will find a gorgeous kitchen/dining area offering high end custom cabinets, granite countertops, an island, Jenn Air Induction cooktop, built in oven & microwave. Built in cubbies and an oversized pantry are an organizers dream. The utility room is amazing and provides ample space for your washer and dryer as well as an oversized freezer. This room also offers a sewing closet and folding area. The basement is very spacious and gives a complete wall full of cabinets providing an abundance of storage space! Relax in the isolated main bedroom which offers plenty of closets and built-in dressers. The ensuite has been remodeled and provides a his and her dressing area, each with its own closet and an adjoining shower. The other bedrooms in the home are spacious and offer nice walk-in closets, these bedrooms share a nicely updated bathroom with a double vanity. This property also includes another 2BR2BA home as well, complete with a small kitchen and spacious living/dining area. This home is in great condition and would work well as a mother in laws suite or home for farm employees.

Right outside the main house you will find an amazing barn ready to meet whatever need you may have! This well constructed barn has concrete floors and is comprised of several areas. The front part of the barn is 40'x40', heated and insulated and has a restroom. The back side of the barn is 45'x55' and offers 2 large overhead electric doors and built-in tack room. There is also an adjoining 33'x43' 3 bay garage which can be used to store vehicles or ATVs. Over the 3 bay garage is an upstairs area which is approximately 33'x43' with covered porch. This upstairs area looks out over the beautiful pasture and was going to serve as a home office. This area has electricity and plumbing but is basically a blank slate ready for you to use the area as you see fit!

A few more amenities of this property include RV hookups, a fully insulated 15'x25' feed room with mini split for climate control and a 15'x25' lean-to, two paddocks with permanent fencing as well as a 80'x32' show barn or lambing barn once used for jugging. This barn is complete with water, electricity, and a dirt floor so it will work great for whatever species of animal you raise! There are also three heated Richey water systems in place which makes for less freezing water on those icy cold West Texas days! And finally, another 30'x40' 2-story barn with a 20'x40' loft. The attention to detail you will find on this property is amazing. This list of amenities that this property has to offer goes on and on, call today to schedule your private showing and allow plenty of time to look, there is a lot to be seen!

Note: Possession of the Property shall be delivered at Closing, subject to those matters contained in the Deed, Title Commitment, and this Contract, and further subject to Seller's unrestricted right to lease the Property using a Texas Real Estate Commission Seller's Temporary Residential Lease form for a period not to exceed 30 days after Closing, for a rental amount of \$2,500 per/month during the term of such Lease. The mobile home **will not convey**.

MINERALS: All mineral rights owned by sellers (if any) shall transfer with the surface.

PERSONAL PROPERTY: Any livestock or farm equipment, hunting equipment, and personal property currently located on the farm does not sell and may be removed prior to closing and possession. The irrigation systems (well equipment, pumps, pivots) outlined above in the parcel descriptions will remain with the property it is situated on.

AUCTIONEERS NOTE: This offering is the realization of many years of hard work by both Rex and Rhonda Fennell. They have put a tremendous amount of effort and thought into every aspect of this property. As you tour the property you can't help but see the heart and soul that was poured into the place. Rex and Rhonda have followed the principle of building things to last a lifetime. As a new page turns in their life, this presents a tremendous opportunity to the buyer or buyers of this multi-parcel offering.

SELLER: REX AND RHONDA FENNELL

Disclaimer: Personal on-site inspection of the Property is recommended, and the bidders are advised to independently verify all information they deem important. This Property is being sold "AS-IS", "WHERE-IS" and with "ALL-FAULTS". The Seller and Broker/Auctioneer have not made, do not make and will not make, and hereby disclaim any representation or warranty, whether expressed or implied or statutory, whether oral or written, with respect to the Property, including, without limitation, any warranty as to its value, condition, acreage, square footage, suitability, merchantability, marketability, operability, zoning or subdivision regulations, mineral rights, wind rights, water rights, environmental condition or fitness for a particular use or purpose. No Guarantees are given as to the availability of utilities or accesses, or the permitted or allowable uses of the Property. Neither the Seller, its attorneys, any broker, nor the Broker/Auctioneer, shall be liable for any relief including damages, rescission, reformation, allowance, or adjustments based on the failure of the Property, including, but not limited to, amount of acreage, square footage, zoning, and environmental condition to conform to any specific standard or expectation, or to any third-party documents or information.

Auction Terms and Conditions

All bidders and participants of this sale agree that they have read and fully understand these terms and agree to be bound by the terms and conditions contained herein.

General Information: United Country Real Estate - M. Edwards Realty & Land, Broker and Shawn Terrel, Auctioneer (known herein as "Broker/Auctioneer") has been contracted by Rex Fennell and Rhonda Fennell, to offer for sale at public auction the property known as the **Rex and Rhonda Fennell Irrigated Grazing/Farming/Feeding Operation**, (the "Property"), consisting of **734 +/- acres** in Lamb County, Texas. No personal property, including but not limited to livestock panels and any items not permanently affixed to the real estate, shall convey in this auction. The Trailer House located on Tract 5 shall not convey in this auction. All personal property is excluded from the auction. The Property will be offered at a live Multi-Parcel Auction in individual tracts, combinations of tracts, and in its entirety. There will be a **five percent (5%) Buyer's Premium** added to the winning bid price to arrive at the total purchase price to be paid by the successful Bidder.

Auction Date/Time and Location: The live Auction will be held on **Wednesday, January 11th, @ 11:00 AM at the Bailey County Civic Center, 2206 W American Blvd, Muleshoe, TX 79347**. The Civic Center phone number is (806) 272-4051 and the Property is located approximately 1.5 miles west of Springlake, Texas.

Property Inspection: It is the sole responsibility of the Bidder to:

- a)** Perform all inspections (legal, environmental, economic, or otherwise) of the Property and to be satisfied as to its condition prior to bidding. Bidder will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Bidder's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Bidder's inspection. The obligations of Bidder under this provision will survive termination of this contract and Closing, any other provision of this contract to the contrary notwithstanding.
- b)** Review all property information and materials while performing due diligence on the property.
- c)** Independently verify any and all information the bidder deems important including information made available through public records.
- d)** Inquire of public officials as to the applicability of and compliance with land use and environmental laws, zoning, building, health & safety codes and ordinances and any other local, state or federal laws and regulations.

All information contained in the auction brochure and all promotional materials, including, but not limited to, photographs, directions, acreage, square footage, dimensions, zoning, maps used for promotion, environmental conditions, taxes, etc., was provided by or on behalf of the Seller and is believed to be correct; however, neither the Seller nor the Broker/Auctioneer makes any promise, representation, guarantee, or warranty as to the accuracy or completeness of such information. There is no obligation on the part of Seller or Broker/Auctioneer to update any information. The Bidder shall be responsible for verifying all acreage and square footage amounts through Buyer's own investigation.

Previews: Broker/Auctioneer strongly recommends that prospective Bidder(s) personally inspect the Property prior to the Auction. To schedule a time to visit the Property or to perform an inspection, the Bidder and/or Bidder's Broker should contact the auction company by calling (806) 786-5426.

Bidder Registration: To participate at the Auction, a prospective Bidder must first register for the event. The Bidder Registration and Release Form is available and can be obtained on the auction website or from the Broker/Auctioneer upon request. Bidder must submit proof of financial ability to purchase the Property consisting of pre-qualification for financing or ability to pay cash in the amount of **not less than \$250,000.00**. The Bidder Registration and Release Form should be submitted to Broker/Auctioneer on or by **Monday, January 9th, @ 5:00am (CST)**. Broker/Auctioneer will notify the Bidder of their bid status **within 24 hours** after receipt and verification of the abovementioned information. Seller reserves right to waive proof of financial capability at time of Auction for individuals that are known to Seller.

Bid Acceptance, Contract Execution and Closing:

- 1) Upon being declared the successful high-bidder, the Bidder will be required to pay a Down Payment (Deposit) in the amount equal to **ten percent (10%)** of the Total Purchase Price (which includes the buyer's premium). The Down Payment (Deposit): **a)** must be paid in U.S. Funds only; **b)** paid by a wire transfer, cashier's check, or a personal/company check (with Seller's approval); and **c)** shall be held by the Closing Agent pending completion of necessary closing procedures, and delivery of possession shall be in accordance with the Auction Sales Contract and Exhibit "A" upon closing and funding.
- 2) The Bidder shall immediately execute and deliver a fully completed Real Estate Auction Sales Contract together with all related Addenda for the Property purchased at the Auction. The fully executed Real Estate Auction Sales Contract shall control all terms and conditions of the sale and constitute the entire agreement between Buyer and Seller. In the event of any conflict between these Terms and Conditions of Sale and the Terms and Conditions of such Real Estate Auction Sales Contract; the Terms and Conditions of the Real Estate Auction Sales Contract shall prevail. **NO CHANGES TO THE TERMS AND CONDITIONS OF THE REAL ESTATE AUCTION SALES CONTRACT WILL BE PERMITTED. BUYER WILL BE REQUIRED TO EXECUTE THE REAL ESTATE AUCTION SALES CONTRACT "AS PRESENTED" ON THE AUCTION DATE. THIS SALE IS NOT CONTINGENT ON THE BUYER'S ABILITY TO OBTAIN FINANCING.**
- 3) Any person bidding on behalf on another person or entity must have a valid, legally enforceable, unexpired, recordable Power of Attorney approved by Seller prior to the Auction. If a Bidder is bidding on behalf of a corporation, the Bidder shall be individually bound until the Bidder presents a corporate resolution prior to closing.
- 4) If for any reason the Bidder fails or refuses to deposit the required down payment funds; (on the Auction Date, or on the first legal banking day following the Auction Date, or to execute the Real Estate Auction Sales Contract immediately after being confirmed as the winning Bidder); the Seller, at the Seller's sole discretion, reserves the right to declare the Bidder's rights forfeited and may re-sell the Property, or may seek damages from said Bidder for losses incurred by Seller for Bidder's failure to act in accordance with the terms and conditions as specified herein.
- 5) Closing will be scheduled on or before **Tuesday, February 14th, 2022**.

Buyer's Broker Guidelines: Upon the Closing of the transaction contemplated herein, Broker/Auctioneer shall be paid a commission pursuant to a separate written agreement between Broker/Auctioneer and Seller. If a Buyer's Broker is properly registered with the Broker/Auctioneer in accordance with the guidelines specified within the Buyer's Broker Registration Form, then at closing, the Buyer's Broker shall be paid a commission of **two percent (2%)** of the high bid amount as shown on the Real Estate Auction Sales Contract. If for any reason whatsoever (including the default of any party hereto), the Closing hereunder does not occur, then no commission shall be due and payable to Buyer's Broker. To qualify for a commission, the Buyer's Broker must register the prospect, using the Buyer's Broker Registration Form provided by the Broker/Auctioneer. There will be no exceptions to the guidelines and no oral registrations will be accepted. No Broker will be recognized or compensated that is participating as a principal, buyer, or partner in the purchase.

Survey: In the event any purchased tract requires a survey to determine the legal description, the cost of the survey will be paid by the seller. If the same buyer or entity purchases two (2) or more adjoining tracts and no survey is required to separate said tracts, then no survey will be provided by the seller. Any survey of adjacent tracts purchased in a combination will be for the perimeter only. Any additional survey desired by the buyer will be at the buyer's sole discretion and cost. In the event said survey identifies a variance between the advertised acres and surveyed acres, the purchase price will be adjusted on a per acre basis.

Disclaimer:

- 1) Personal on-site inspection of the Property is recommended, and the bidders are advised to independently verify all information they deem important. This Property is being sold **"AS-IS", "WHERE-IS" and with "ALL-FAULTS"**. The special warranty deed conveying the Property shall contain language reasonably acceptable to counsel for Seller reflecting the AS IS, WHERE IS, WITH ALL FAULTS nature of this transaction. **The Seller and Broker/Auctioneer have not made, do not make and will not make, and hereby disclaim any representation or warranty, whether expressed or implied or statutory, whether oral or written, with respect to the Property, including, without limitation, any warranty as to its value, condition, acreage, square footage, suitability, merchantability, marketability, operability, zoning or subdivision regulations, mineral rights, wind rights, water rights, environmental condition or fitness for a particular use or purpose. No Guarantees are given as to the availability of utilities or accesses, or the permitted or allowable uses of the Property.**
- 2) Neither the Seller, their attorneys, any broker, nor the Broker/Auctioneer, shall be liable for any relief including damages, rescission, reformation, allowance, or adjustments based on the failure of the Property, including, but not limited to, amount of acreage, square footage, zoning, and environmental condition to conform to any specific standard or expectation, or to any third-party documents or information.

Agency Disclosure: The Broker and Broker/Auctioneer are acting exclusively as the agent for Seller in this transaction and is to be paid a fee by Seller pursuant to a separate written agreement between Seller and Broker/Auctioneer. The Broker/Auctioneer is not acting as agent in this transaction for the Buyer. Any third-party broker is not a subagent of Broker/Auctioneer.

Equal Opportunity: All bidding is open to the public which meets the Sellers registration qualifications and approval. The Property is available to qualified Bidders without regard to a prospective Bidders race, color, national origin, religion, sex, familial status, or physical handicap.

Miscellaneous:

- 1) All decisions of the Broker/Auctioneer are final as to the methods of bidding, disputes among bidders, increments of bidding, tie bids, and any other matters that may arise before, during, or after the Auction. Seller reserves the right to deny any person admittance to the Auction or expel anyone from the Auction who attempts to disrupt the Auction.
- 2) Property in whole or part is subject to sale prior to auction day.
- 3) Bidders are given notice that the Auction may be video/audio recorded and photographed.
- 4) Broker/Auctioneer reserves the right to accept or reject offsite bidding via the internet, by telephone or by written bid.
- 5) All announcements made Auction Day supersede any prior oral or written statements. The Seller reserves the right to announce additional Terms and Conditions of the sale prior to or during the Auction.
- 6) Monty Edwards, Broker of Record (TX#515752), United Country Real Estate- M Edwards Realty and Land, Brokerage of Record (TX#9002391), and Shawn Terrel, Auctioneer (TX#17087).
- 7) In compliance with TDLR rule 67.100(c)(1), notice is hereby provided that this auction is covered by a Recovery Fund administered by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, and the phone is (512) 463-2906. Any complaints may be directed to the TDLR at the same address.

BROKER AND AUCTIONEER FOR THIS AUCTION ARE SELLING AGENTS ONLY AND MAKE NO REPRESENTATIONS CONCERNING THE PROPERTY WHATSOEVER.

Accepted and Agreed by:

Bidder Signature

Printed Name

Title

Company

Date



Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

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

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

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

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

UCRE - M. Edwards Realty and Land - Sudan	9002391	office@MEdwardsRealty.COM	(806)686-6371
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Monty E. Edwards	515752	monty@medwardsland.com	(806)786-5426
Designated Broker of Firm	License No.	Email	Phone
Monty E. Edwards	515752	monty@MEdwardsLand.com	(806)786-5426
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
_____	_____	_____	_____
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

TXR-2501

UCRE - M. Edwards Realty and Land - Sudan, 212 Main Street Sudan TX 79371
Monty Edwards

Information available at www.trec.texas.gov

IABS 1-0 Date

Rex and Rhonda

Phone: 8067865426

Fax: 8065534618

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com



INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® INC. IS NOT AUTHORIZED
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CONCERNING THE PROPERTY AT

1730 W. Hwy 70
Springlake.

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☐ Septic Tank ☐ Aerobic Treatment ☐ Unknown
☐ _____
- (2) Type of Distribution System: Sewer ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: _____

- (4) Installer: _____ ☐ Unknown
- (5) Approximate Age: _____ ☐ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☐ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? _____
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☐ No
If yes, explain: _____

- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☐ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed
☐ maintenance contract ☐ manufacturer information ☐ warranty information ☐ _____
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

(TXR-1407) 1-7-04

Initialed for Identification by Buyer _____ and Seller R.A. th

Page 1 of 2

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.



Signature of Seller

Rex O. Fennell

Date



Signature of Seller

Rhonda P. Fennell

Date

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date



APPROVED BY THE TEXAS REAL ESTATE COMMISSION
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
 ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
 AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 1730 W. Hwy 70 Springlake
 (Street Address and City)

- A. LEAD WARNING STATEMENT:** "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only)
☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain) _____
☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only)
☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents) _____
☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property

C. BUYER'S RIGHTS (check one box only)

- ☐ 1 Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards
☐ 2 Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes)

- ☐ 1 Buyer has received copies of all information listed above.
☐ 2 Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

- (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention, (b) complete this addendum, (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property, (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property, (e) provide Buyer a period of up to 10 days to have the Property inspected, and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____ Date _____

Seller Rex O. Fennell _____ Date _____

Buyer _____ Date 10/21/2022

Seller Rhonda P. Fennell _____ Date 10/21/2022

Other Broker _____ Date 10/21/2022

Listing Broker Monty Edwards _____ Date 10/21/2022
Monty E. Edwards

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TXR 1906) 10-10-11

TREC No. OP-L



SELLER'S DISCLOSURE NOTICE

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Section 5-008 Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT 1730 W. Hwy 70
Springlake,

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

Seller is ☒ is not ☐ occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
2003 (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring		☒	
Carbon Monoxide Det.		☒	
Ceiling Fans			
Cooktop	☒		
Dishwasher	☒		
Disposal	☒		
Emergency Escape Ladder(s)			☒
Exhaust Fans			☒
Fences	☒		
Fire Detection Equip.			☒
French Drain			☒
Gas Fixtures	☒		
Natural Gas Lines	☒		

Item	Y	N	U
Liquid Propane Gas:		☒	
-LP Community (Captive)		☒	
-LP on Property		☒	
Hot Tub		☒	
Intercom System		☒	
Microwave		☒	
Outdoor Grill			☒
Patio/Decking	☒		
Plumbing System			
Pool		☒	
Pool Equipment		☒	
Pool Maint. Accessories		☒	
Pool Heater		☒	

Item	Y	N	U
Pump: sump grinder		☒	
Rain Gutters	☒		
Range/Stove	☒		
Roof/Attic Vents	☒		
Sauna			☒
Smoke Detector	☒		
Smoke Detector - Hearing Impaired			☒
Spa			☒
Trash Compactor			☒
TV Antenna	☒		
Washer/Dryer Hookup	☒		
Window Screens	☒		
Public Sewer System			☒

Item	Y	N	U	Additional Information
Central A/C	☒			☒ electric gas number of units: <u>1</u>
Evaporative Coolers		☒		number of units:
Wall/Window AC Units		☒		number of units:
Attic Fan(s)		☒		if yes, describe:
Central Heat	☒			electric ☒ gas number of units: <u>1</u>
Other Heat		☒		if yes, describe:
Oven	☒			number of ovens: <u>1</u> electric ☒ gas other:
Fireplace & Chimney		☒		wood gas logs mock other:
Carport		☒		attached not attached
Garage	☒			attached ☒ not attached <u>Attached by patio</u>
Garage Door Openers	☒			number of units: <u>1</u> number of remotes: <u>2</u>
Satellite Dish & Controls	☒			owned leased from:
Security System		☒		owned leased from:
Solar Panels		☒		owned leased from:
Water Heater	☒			electric gas other: number of units:
Water Softener		☒		owned leased from:
Other Leased Items(s)		☒		if yes, describe:

(TXR-1406) 07-08-22

Initialed by: Buyer: _____ and Seller: R.A. th

Page 1 of 6

1730 W. Hwy 70
Springlake.

Concerning the Property at _____

Underground Lawn Sprinkler	☐	☐	☐	automatic	manual	areas covered
Septic / On-Site Sewer Facility	☐	☐	☐	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: ___ city ___ well ☒ MUD ___ co-op ___ unknown ___ other: _____

Was the Property built before 1978? ☒ yes ___ no ___ unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards)

Roof Type: CLASS 4 Composition Age 5 years (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ___ yes ☒ no ☒ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ___ yes ☒ no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement	☐	☒
Ceilings	☐	☒
Doors	☐	☒
Driveways	☐	☒
Electrical Systems	☐	☒
Exterior Walls	☐	☒

Item	Y	N
Floors	☐	☒
Foundation / Slab(s)	☐	☒
Interior Walls	☐	☒
Lighting Fixtures	☐	☒
Plumbing Systems	☐	☒
Roof	☐	☒

Item	Y	N
Sidewalks	☐	☒
Walls / Fences	☐	☒
Windows	☐	☒
Other Structural Components	☐	☐

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary) _____

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring	☐	☒
Asbestos Components	☐	☒
Diseased Trees: <u>oak wilt</u>	☐	☒
Endangered Species/Habitat on Property	☐	☒
Fault Lines	☐	☒
Hazardous or Toxic Waste	☐	☒
Improper Drainage	☐	☒
Intermittent or Weather Springs	☐	☒
Landfill	☐	☒
Lead-Based Paint or Lead-Based Pt. Hazards	☐	☒
Encroachments onto the Property	☐	☒
Improvements encroaching on others' property	☐	☒
Located in Historic District	☐	☒
Historic Property Designation	☐	☒
Previous Foundation Repairs	☐	☒
Previous Roof Repairs	☒	☐
Previous Other Structural Repairs	☐	☒
Previous Use of Premises for Manufacture of Methamphetamine	☐	☒

Condition	Y	N
Radon Gas	☐	☒
Settling	☐	☒
Soil Movement	☐	☒
Subsurface Structure or Pits	☐	☒
Underground Storage Tanks	☐	☒
Unplatted Easements	☐	☒
Unrecorded Easements	☐	☒
Urea-formaldehyde Insulation	☐	☒
Water Damage Not Due to a Flood Event	☐	☒
Wetlands on Property	☐	☒
Wood Rot	☐	☒
Active infestation of termites or other wood destroying insects (WDI)	☐	☒
Previous treatment for termites or WDI	☐	☒
Previous termite or WDI damage repaired	☐	☒
Previous Fires	☐	☒
Termite or WDI damage needing repair	☐	☐
Single Blockable Main Drain in Pool/Hot Tub/Spa*	☐	☒

(TXR-1406) 07-08-22

Initialed by Buyer _____ and Seller R.A. MP

LCRE - M. Edwards Realty and Land - Sudan, 212 Main Street Sudan TX 79371
Moody Edwards

Phone: 806.786.5426

Fax: 806.534.618

Produced with Lone Wolf Transactions (zipForm Edition): 717 N Harwood St. Suite 2200, Dallas, TX 75201 www.lwolf.com

Page 2 of 6

Rex and Rhonda

Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary) _____

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

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary) _____

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ☒ Present flood insurance coverage.
- ☒ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ☒ Previous flooding due to a natural flood event.
- ☒ Previous water penetration into a structure on the Property due to a natural flood.
- ☒ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- ☒ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☒ Located ☐ wholly ☐ partly in a floodway.
- ☒ Located ☐ wholly ☐ partly in a flood pool.
- ☒ Located ☐ wholly ☐ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary) _____

***If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).**

For purposes of this notice

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

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

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

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

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

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

(TXR-1406) 07-08-22

Initialed by Buyer _____ and Seller R.A. [Signature]

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1730 W. Hwy 70
Springlake,

Concerning the Property at _____

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* ☐ yes ☒ no If yes, explain (attach additional sheets as necessary) _____

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

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ☐ yes ☒ no If yes, explain (attach additional sheets as necessary) _____

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

☒ ☐

Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.

☒ ☐

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____

Phone: _____

Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☒ ☐

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____

☒ ☐

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☒ ☐

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

☒ ☐

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☒ ☐

Any condition on the Property which materially affects the health or safety of an individual.

☒ ☐

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

☒ ☐

Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

☒ ☐

The Property is located in a propane gas system service area owned by a propane distribution system retailer.

☒ ☐

Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

(TXR-1406) 07-08-22

Initialed by Buyer _____ and Seller P.A. M

Page 4 of 6

Concerning the Property at _____

1730 W. Hwy 70
Springlake,

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☐ yes ☐ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
10-21-22	PRCSAIC	Joe Bellar	

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property.
A buyer should obtain inspections from inspectors chosen by the buyer.

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

☒ Homestead ☐ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: _____ ☐ Unknown

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ☒ yes ☐ no

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☒ unknown ☐ no ☐ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller

Date

Signature of Seller

Date

Printed Name: _____

Printed Name: _____

(TXR-1406) 07-08-22

Initialed by Buyer _____

and Seller _____

Page 5 of 6

Concerning the Property at _____

1730 W. Hwy 70
Springlake,

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: XCEL

phone #: _____

Sewer: _____

phone #: _____

Water: _____

phone #: _____

Cable: DISH

phone #: _____

Trash: SOUTH PLAINS WASTE

phone #: _____

Natural Gas: ENERGAS

phone #: _____

Phone Company: FIVE AREA

phone #: _____

Propane: _____

phone #: _____

Internet: FIVE AREA

phone #: _____

- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____

Date _____

Signature of Buyer _____

Date _____

Printed Name: _____

Printed Name: _____

(TXR-1406) 07-08-22

Initialed by Buyer _____ and Seller RA MD

Page 6 of 6



INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® INC. IS NOT AUTHORIZED
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CONCERNING THE PROPERTY AT

1740 W. Hwy 70
Springlake.

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: domes ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: West side of home
EAST side of home ☐ Unknown
- (4) Installer: _____ ☐ Unknown
- (5) Approximate Age: _____ ☐ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities
- (2) Approximate date any tanks were last pumped? Never been pumped
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No
If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☒ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed
☐ maintenance contract ☐ manufacturer information ☐ warranty information
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

(TXR-1407) 1-7-04

Initialed for Identification by Buyer _____ and Seller R.A.

Page 1 of 2

D. **INFORMATION FROM GOVERNMENTAL AGENCIES:** Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

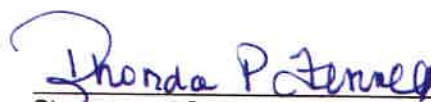
This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.



Signature of Seller

Rex O. Fennell

Date



Signature of Seller

Rhonda P. Fennell

Date

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date



APPROVED BY THE TEXAS REAL ESTATE COMMISSION
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
 ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
 AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 1740 W. Hwy 70 Springlake
 (Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

- 1 PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____
☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property
- 2 RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____
☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property

C. BUYER'S RIGHTS (check one box only)

- ☐ 1 Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards
- ☐ 2 Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- ☐ 1 Buyer has received copies of all information listed above
- ☐ 2 Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer	Date	Seller	Date
	10/21/2022	Rex O. Fennell	10/21/2022
Buyer	Date	Seller	Date
	10/21/2022	Rhonda P. Fennell	10/21/2022
Other Broker	Date	Listing Broker	Date
		Monty E. Edwards	10/21/2022

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>)

(TXR 1906) 10-10-11

TREC No. OP-L



SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2022

Section 5.008 Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.

CONCERNING THE PROPERTY AT

1740 W. Hwy 70
Springlake,

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

Seller 1 is is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? (approximate date) or never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring		☒	
Carbon Monoxide Det.		☒	
Ceiling Fans	☒		
Cooktop	☒		
Dishwasher	☒		
Disposal	☒		
Emergency Escape Ladder(s)		☒	
Exhaust Fans	☒		
Fences	☒		
Fire Detection Equip.	☒		
French Drain		☒	
Gas Fixtures		☒	
Natural Gas Lines		☒	

Item	Y	N	U
Liquid Propane Gas:		☒	
-LP Community (Captive)		☒	
-LP on Property	☒		
Hot Tub		☒	
Intercom System		☒	
Microwave	☒		
Outdoor Grill	☒		
Patio/Decking	☒		
Plumbing System			
Pool		☒	
Pool Equipment		☒	
Pool Maint. Accessories		☒	
Pool Heater		☒	

Item	Y	N	U
Pump: sump grinder	☒		
Rain Gutters	☒		
Range/Stove	☒		
Roof/Attic Vents	☒		
Sauna		☒	
Smoke Detector	☒		
Smoke Detector - Hearing Impaired		☒	
Spa		☒	
Trash Compactor		☒	
TV Antenna	☒		
Washer/Dryer Hookup	☒		
Window Screens		☒	
Public Sewer System		☒	

Item	Y	N	U	Additional Information
Central A/C	☒			☒ electric ☐ gas number of units: <u>2 twinned units</u>
Evaporative Coolers		☒		number of units: <u> </u>
Wall/Window AC Units		☒		number of units: <u> </u>
Attic Fan(s)		☒		if yes, describe: <u> </u>
Central Heat	☒			☒ electric ☐ gas number of units: <u>new pump 2 twinned units</u>
Other Heat		☒		if yes, describe: <u> </u>
Oven	☒			number of ovens: <u> </u> electric ☐ gas other: <u> </u>
Fireplace & Chimney	☒			wood ☐ gas logs ☐ mock other: <u> </u>
Carport		☒		attached ☐ not attached
Garage	☒			☒ attached ☐ not attached
Garage Door Openers	☒			number of units: <u>2</u> number of remotes: <u>3+</u>
Satellite Dish & Controls		☒		owned ☐ leased from: <u> </u>
Security System	☒			☒ owned ☐ leased from: <u> </u>
Solar Panels		☒		owned ☐ leased from: <u> </u>
Water Heater	☒			☒ electric ☐ gas other: <u> </u> number of units: <u> </u>
Water Softener		☒		owned ☐ leased from: <u> </u>
Other Leased Items(s)		☒		if yes, describe: <u> </u>

(TXR-1406) 07-08-22

Initialed by: Buyer and Seller: R4

Page 1 of 6

Concerning the Property at

1740 W. Hwy 70
Springlake

Underground Lawn Sprinkler	☒	automatic	manual	areas covered
Septic / On-Site Sewer Facility	☐	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: city ☒ well ☐ MUD ☐ co-op ☐ unknown ☐ other ☐

Was the Property built before 1978? ☒ yes ☐ no ☐ unknown

(If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards)

Roof Type CLASS 4 composition Age 5 years (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☐ yes ☒ no ☐ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ☐ yes ☐ no If yes, describe (attach additional sheets if necessary).

Newly installed gas log fireplace. Propane not piped into home.
Propane tank already set up for patio.

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		☒
Ceilings		☒
Doors		☒
Driveways		☒
Electrical Systems		☒
Exterior Walls		☒

Item	Y	N
Floors		☒
Foundation / Slab(s)		☒
Interior Walls		☒
Lighting Fixtures		☒
Plumbing Systems		☒
Roof		☒

Item	Y	N
Sidewalks		☒
Walls / Fences		☒
Windows		☒
Other Structural Components		☐

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

Section 3. Are you (Seller) aware of any of the following conditions? (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		☒
Asbestos Components		☒
Diseased Trees: <u>oak wilt</u>		☒
Endangered Species/Habitat on Property		☒
Fault Lines		☒
Hazardous or Toxic Waste		☒
Improper Drainage		☒
Intermittent or Weather Springs		☒
Landfill		☒
Lead-Based Paint or Lead-Based Pt. Hazards		☒
Encroachments onto the Property		☒
Improvements encroaching on others' property		☐
Located in Historic District		☒
Historic Property Designation		☒
Previous Foundation Repairs		☒
Previous Roof Repairs	☒	☐
Previous Other Structural Repairs		☒
Previous Use of Premises for Manufacture of Methamphetamine		☒

Condition	Y	N
Radon Gas		☒
Settling		☒
Soil Movement		☒
Subsurface Structure or Pits		☒
Underground Storage Tanks		☒
Unplatted Easements		☒
Unrecorded Easements		☒
Urea-formaldehyde Insulation		☒
Water Damage Not Due to a Flood Event		☒
Wetlands on Property		☒
Wood Rot		☒
Active infestation of termites or other wood destroying insects (WDI)		☒
Previous treatment for termites or WDI		☒
Previous termite or WDI damage repaired		☒
Previous Fires		☒
Termite or WDI damage needing repair		☒
Single Blockable Main Drain in Pool/Hot Tub/Spa*		☒

(TXR-1406) 07-08-22

Initialed by Buyer _____ and Seller PA 7

Page 2 of 6

LCRE - M. Edwards Realty and Land - Sudan, 212 Main Street Sudan, TX 79371

Phone 8067865426

Fax 806534618

Rex and Rhonda

Monty Edwards

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200, Dallas, TX 75201

www.lwtx.com

Concerning the Property at _____

1740 W. Hwy 70
Springlake.

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

Installed new CLASS 4 ROOF approx 5 years ago

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

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? yes no If yes, explain (attach additional sheets if necessary):

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ✓ Present flood insurance coverage.
- ✓ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ✓ Previous flooding due to a natural flood event.
- ✓ Previous water penetration into a structure on the Property due to a natural flood.
- ✓ Located wholly partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE, AO, AH, VE, or AR).
- ✓ Located wholly partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ✓ Located wholly partly in a floodway.
- ✓ Located wholly partly in a flood pool.
- ✓ Located wholly partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary):

***If Buyer is concerned about these matters, Buyer may consult Information About Flood Hazards (TXR 1414).**

For purposes of this notice:

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

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

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

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

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

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

(TXR-1406) 07-08-22

Initialed by Buyer _____ and Seller: R.A. th

Page 3 of 6

Concerning the Property at _____

1740 W. Hwy 70
Springlake,

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)?* ☐ yes ☒ no If yes, explain (attach additional sheets as necessary) _____

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

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? ☐ yes ☒ no If yes, explain (attach additional sheets as necessary) _____

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

- ☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits, with unresolved permits, or not in compliance with building codes in effect at the time.
- ☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: _____
Manager's name: _____ Phone: _____
Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary
Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice.
- ☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:
Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____
- ☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.
- ☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- ☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- ☒ Any condition on the Property which materially affects the health or safety of an individual.
- ☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.
If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).
- ☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.
- ☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- ☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

(TXR-1406) 07-08-22

Initialed by Buyer _____ and Seller RA th

Page 4 of 6

UCRE - M. Edwards Realty and Land Sudan, 212 Main Street Sudan TX 79371
Misty Edwards

Phone 8067865426 Fax 8065534618
Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St. Suite 2200 Dallas TX 75201 www.lwof.com

Res and Rhonda

Concerning the Property at _____

1740 W. Hwy 70
Springlake,

Section 9. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ☐ yes ☐ no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages
10-21-2022	PRE SALE	Joe Bellac	

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property.
A buyer should obtain inspections from inspectors chosen by the buyer.

Section 10. Check any tax exemption(s) which you (Seller) currently claim for the Property:

☒ Homestead ☐ Senior Citizen ☐ Disabled
☐ Wildlife Management ☐ Agricultural ☐ Disabled Veteran
☐ Other: _____ ☐ Unknown

Section 11. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ☒ yes ☐ no

Section 12. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ☐ yes ☒ no If yes, explain: _____

Section 13. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code? ☐ unknown ☐ no ☒ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing-impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller

Date

Signature of Seller

Date

Printed Name: _____

Printed Name: _____

(TXR-1406) 07-08-22

Initialed by Buyer: _____

and Seller: _____

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Concerning the Property at _____

1740 W. Hwy 70
Springlake,

ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>XCEL</u>	phone #: _____
Sewer: _____	phone #: _____
Water: _____	phone #: _____
Cable: _____	phone #: _____
Trash: <u>SOUTH PLAINS WASTE</u>	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: <u>FIVE AREA</u>	phone #: _____
Propane: <u>WTG FUELS</u>	phone #: _____
Internet: <u>FIVE AREA</u>	phone #: _____

- (7) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	

(TXR-1406) 07-08-22

Initialed by Buyer _____ and Seller R.A. MB

Page 6 of 6

Producer Farm Data Report

Date: 11/7/22 3:05 PM
Page: 1

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained the MIDAS system, which is the system of record for Farm Records.

Producer Name and Address

Recording County Office Name

FENNELL, REX ORLAN
PO BOX 123
SPRINGLAKE TX 79082-0123

Lamb, Texas

Telephone: (806) 773-6366

Number of Farms 3
Number of Tracts 4

Farmland 727.45

Cropland 724.38

DCP Cropland 724.38

CRP Cropland 0.0

Eff DCP Cropland 724.38

State & County	Farm	Tract	Relationship to Farm	Producer	Farmland	DCP Cropland	CRP Cropland	CRP	Eff DCP	HEL Code	Wetland Code
----------------	------	-------	----------------------	----------	----------	--------------	--------------	-----	---------	----------	--------------

Lamb, TX	5625	1368	Owner/Operator	FENNELL, REX ORLAN	157.57	157.57	157.57	0.0	157.57	SA	N
----------	------	------	----------------	--------------------	--------	--------	--------	-----	--------	----	---

Lamb, TX	6556	11474	Owner/Operator	FENNELL, REX ORLAN	314.13	314.13	314.13	0.0	314.13	SA	WL
----------	------	-------	----------------	--------------------	--------	--------	--------	-----	--------	----	----

Lamb, TX	6557	10618	Owner/Operator	FENNELL, REX ORLAN	101.31	101.31	101.31	0.0	101.31	N	WL
		11475	Owner/Operator	FENNELL, REX ORLAN	154.44	151.37	151.37	0.0	151.37	SA	WL

HEL Codes	SA = HEL: Sys Applied SNA = HEL: Sys Not Applied	SNR = HEL: Sys Not Required 2YR = HEL: 2-yr Implement	DNC = Determination Not Complete N = Not HEL	Wetland Codes	WL = Wetland N = No Wetland	DNC = Determination Not Complete
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Texas
Lamb

U.S. Department of Agriculture
Farm Service Agency

FARM: 5625

Prepared: 11/7/22 3:06 PM

Crop Year: 2023

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
FENNELL, REX ORLAN	PART OF FSN 5053	2010 - 140

Farms Associated with Operator:
6556, 6557

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
157.57	157.57	157.57	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	157.57	0.0	0.0					

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT, CORN , SUP	NONE	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	7.9	19	0.00
CORN	56.47	138	0.00
SEED COTTON	61.6	1457	0.00
UNA GENERIC	15.4	0	0.00
Total Base Acres:	141.37		

Tract Number: 1368 Description K3 SW QTR SECTION 67 BLK 1 W E HALSELL

FSA Physical Location : Lamb, TX ANSI Physical Location: Lamb, TX

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Wetland Status: Tract does not contain a wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
157.57	157.57	157.57	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	157.57	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	7.9	19	0.00
CORN	56.47	138	0.00

Texas

Lamb

Report ID: FSA-156EZ

U.S. Department of Agriculture

Farm Service Agency

Abbreviated 156 Farm Record

FARM: 5625

Prepared: 11/7/22 3:06 PM

Crop Year: 2023

Page: 2 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
SEED COTTON	61.6	1457	0.00
UNA GENERIC	15.4	0	0.00
Total Base Acres:	141.37		

Owners: FENNELL, REX ORLAN

FENNELL, RHONDA L

Other Producers: None

Texas
Lamb

U.S. Department of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

FARM: 6556
Prepared: 11/7/22 3:06 PM
Crop Year: 2023
Page: 1 of 2

Report ID: FSA-156EZ

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
FENNELL, REX ORLAN		2019 - 19

Farms Associated with Operator:
5625, 6557

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
314.13	314.13	314.13	0.0	0.0	0.0	0.0	0.0	Active	1
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	314.13	0.0	0.0					

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT, CORN , SUP	NONE	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	8.93	28	0.00
CORN	54.13	199	0.00
SEED COTTON	196.18	1584	0.00
UNA GENERIC	49.05	0	0.00
Total Base Acres:	308.29		

Tract Number: 11474 Description

FSA Physical Location : Lamb, TX ANSI Physical Location: Lamb, TX

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Recon Number

Wetland Status: Tract contains a wetland or farmed wetland

2019- 18

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
314.13	314.13	314.13	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	314.13	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	8.93	28	0.00
CORN	54.13	199	0.00

Texas

Lamb

Report ID: FSA-156EZ

U.S. Department of Agriculture

Farm Service Agency

Abbreviated 156 Farm Record

FARM: 6556

Prepared: 11/7/22 3:06 PM

Crop Year: 2023

Page: 2 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
SEED COTTON	196.18	1584	0.00
UNA GENERIC	49.05	0	0.00
Total Base Acres:	308.29		

Owners: FENNELL, REX ORLAN

FENNELL, RHONDA L

Other Producers: None

Texas
Lamb

U.S. Department of Agriculture
Farm Service Agency

FARM: 6557

Prepared: 11/7/22 3:07 PM

Crop Year: 2023

Report ID: FSA-156EZ

Abbreviated 156 Farm Record

Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Operator Name	Farm Identifier	Recon Number
FENNELL, REX ORLAN		2019 - 19

Farms Associated with Operator:
5625, 6556

ARC/PLC G//F Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
255.75	252.68	252.68	0.0	0.0	0.0	0.0	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	252.68	0.0	0.0					

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT, CORN, SUP	NONE	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	8.96	28	0.00
CORN	26.08	199	0.00
SEED COTTON	146.94	1584	0.00
UNA GENERIC	36.73	0	0.00
Total Base Acres:	218.71		

Tract Number: 10618 Description J3 100.0 AC IN SW QTR SEC 59 BLK 1 WE HASELL

FSA Physical Location : Lamb, TX ANSI Physical Location: Lamb, TX

BIA Range Unit Number:

HEL Status: NHEL: no agricultural commodity planted on undetermined fields

Wetland Status: Tract contains a wetland or farmed wetland

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
101.31	101.31	101.31	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	101.31	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	4.65	28	0.00
SEED COTTON	52.4	1584	0.00

Texas
Lamb

U.S. Department of Agriculture
Farm Service Agency
Abbreviated 156 Farm Record

FARM: 6557
Prepared: 11/7/22 3:07 PM
Crop Year: 2023
Page: 2 of 2

Report ID: FSA-156EZ

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
UNA GENERIC	13.1	0	0.00
Total Base Acres:	70.15		

Owners: FENNELL, REX ORLAN

FENNELL, RHONDA L

Other Producers: None

Tract Number: 11475 Description

FSA Physical Location : Lamb, TX

ANSI Physical Location: Lamb, TX

BIA Range Unit Number:

HEL Status: HEL: conservation system is being actively applied

Recon Number

Wetland Status: Tract contains a wetland or farmed wetland

2019- 18

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
154.44	151.37	151.37	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	151.37	0.0	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	4.31	28	0.00
CORN	26.08	199	0.00
SEED COTTON	94.54	1584	0.00
UNA GENERIC	23.63	0	0.00
Total Base Acres:	148.56		

Owners: FENNELL, REX ORLAN

FENNELL, RHONDA L

Other Producers: None

Historic Well Information

Parcel #	Well Map#	Well Description	Hole Depth in Feet	Static Water Depth at Date in Hole	Pump - HP -Make if known	Column Pipe	Last Date in Hole
1	1	W. Hwy 70 place By 70 (North Well)	293	40	25 HP Simmons	Pipe	7/16/2016
1	2	W. Hwy 70 Well in Center (South Well)	306	68	20 HP	4" Pipe	7/1/2020
1	3	Davis Place - Well on N. E. side of Circle	314	45	12.5 HP	3" Poly	2/23/2022
1	4	Davis Place - Well at Pivot	292	50	20 HP	Pipe	5/19/2014
1	5	Well for Pens (Livestock)	293	52	7.5 HP		4/18/2014
2	6	Well by Trailer House	318	59	20 HP	3" Poly	1/4/2022
2	7	Well by Pivot	336	96	40 HP	4" Poly	2/15/2021
5	8	Well at Feed Barn (House or Tied into 2 if purchased)	310	37	10 HP Simmons	2" Poly	7/25/2022
5	9	Well for Houses	314	89	5 HP	Plpe	11/7/2011
3	10	Well at Pivot	292	30	12.5 HP	Plpe	9/30/2020
3	11	Well on North Side, Inside Trap	292	30	12.5 HP	Pipe	5/6/2014
4	12	South Well (Livestock (Float Switch)and Irrigation	305	32	3 HP	11/4" Poly	11/5/2021
4	13	Center Well	306	52	15 HP	Plpe	7/1/2010
4	14	North Well	312	46	20 HP	Pipe	7/1/2010

Disclaimer: Personal on-site inspection of the Property is recommended, and the bidders are advised to independently verify all information they deem important. This Property is being sold "AS-IS", "WHERE-IS" and with "ALL-FAULTS". The Seller and Broker/Auctioneer have not made, do not make and will not make, and hereby disclaim any representation or warranty, whether expressed or implied or statutory, whether oral or written, with respect to the Property, including, without limitation, any warranty as to its value, condition, acreage, square footage, suitability, merchantability, marketability, operability, zoning or subdivision regulations, mineral rights, wind rights, water rights, environmental condition or fitness for a particular use or purpose. No Guarantees are given as to the availability of utilities or accesses, or the permitted or allowable uses of the Property. Neither the Seller, its attorneys, any broker, nor the Broker/Auctioneer, shall be liable for any relief including damages, rescission, reformation, allowance, or adjustments based on the failure of the Property, including, but not limited to, amount of acreage, square footage, zoning, and environmental condition to conform to any specific standard or expectation, or to any third-party documents or information.

Bidder Registration and Release Form

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Cell: _____ Office: _____
Email: _____

The Bidder identified above certifies; **1)** I have read and agree to the Auction Terms and Conditions as set forth in the Property Information Packet; **2)** I have the opportunity to personally inspect the Property and all improvements; **3)** I accept full responsibility for due diligence; **4)** I understand that any improvements and assets are being sold “As-is, Where is” without covenant or warranty, either expressed or implied; and, **5)** I understand that, in the event I am the successful purchaser of the Property, and if I fail to close without fault of the Seller, my down payment (deposit) shall be forfeited and retained by the Seller.

Financial References:

Name/Company: _____ Phone: _____
Name/Company: _____ Phone: _____
Name/Company: _____ Phone: _____

This release authorizes the above mentioned references and all banks, financial institutions, businesses, employers, credit reporting agencies and any other businesses to which I am indebted or have assets located, to provide information concerning my finances and assets sufficient to purchase real estate in the amount not less than Two Hundred Fifty Thousand dollars, (\$250,000.00), without liability, to:

Monty Edwards, Managing Broker
United Country | M. Edwards Realty & Land
212 Main St.
Sudan, TX 79371

Contact: (806) 786-5426
Email: Monty@MEdwardsLand.com

Bidder Signature

Printed Name

Title

Company

Date

Buyer's Broker Registration Form

Buyer's Broker Information

Name: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Cell: _____ Office: _____
Email: _____

Bidder (Client) Information

Name: _____
Company: _____
Address: _____
City: _____ State: _____ Zip: _____
Cell: _____ Office: _____
Email: _____

Broker Participation Guidelines

1. A commission will be paid based on the following guidelines to a properly licensed real estate broker who submits their Broker Registration Form in conjunction with the guidelines outlined herein and whose client is the successful buyer of the property. Buyer must successfully close on the property and must pay the total contract sales price for the property. A **Two Percent (2.0%)** commission will be paid on the high bid amount as noted in the Auction Terms and Conditions.
2. To be entitled to any commission, the broker must:
 - a) Register their client by filling out this Buyer's Broker Registration Form completely, including the signature of the client on the form.
 - b) Submit the Buyer's Broker Registration Form to Auctioneer by **3:00 PM on Monday, Jan. 9th**. A Buyer's Broker Registration Form received after the deadline ***may not be approved***. Broker is required to bring a copy of this form to the Auction, which must have been accepted and acknowledged by Auctioneer prior to the Auction.
 - c) Attend and register with the client at the Auction and assist with their bidding process.
 - d) Abide by the guidelines as outlined herein.

3. The Broker, by placing their signature below, certifies, agrees and acknowledges that:
- a) The Broker will not claim any exceptions to the procedures outlined in this document unless made in writing and signed by Auctioneer.
 - b) No oral registration will qualify Broker for commission.
 - c) The Broker's commission will be due at the final closing of the property purchased by the Broker's client after all consideration is paid in full and will be disbursed by the escrow agent.
 - d) Only one registration of a prospective client by a Broker will be accepted by Auctioneer.
 - e) The Broker will be paid a commission only as set forth under these guidelines and only as pertaining to the specific real estate property subject to this Auction.
 - f) The Broker will not receive a commission without the signature of the client on the Buyer's Broker Registration Form.
 - g) The Broker will be representing the bidder/buyer listed as their agent.
 - h) The Broker is not a sub-agent of Auctioneer and represents their client as a Buyer's Broker.
 - i) No Broker will be recognized for a commission that is participating as a principal, buyer, or partner in the purchase of the property.

Broker:

Signature

Date

4. The Broker's Client, by placing their signature below, certifies, agrees and acknowledges that:
- a) I have read and agree to the Terms and Conditions as set forth in the Property Information Packet.
 - b) I should personally inspect the Property and all improvements.
 - c) I accept full responsibility for due diligence.
 - d) I understand that any improvements and leasehold assets are being sold as-is, without covenant or warranty, expressed or implied.
 - e) I understand that, in the event I am the successful purchaser of the Property, and if I fail to close without fault of Seller, my earnest money deposit may be forfeited.
 - f) Commission shall be paid only to Broker representing Client as acknowledged in this form.
 - g) Client shall hold harmless and indemnify Auctioneer and Seller from any and all Representations made by Buyer's Broker.

Client:

Signature

Date

For Additional Information:

Monty Edwards, Managing Broker
United Country | M. Edwards Realty & Land
212 Main St.
Sudan, TX 79371

Cell: (806) 786-5426
Email: Monty@MEdwardsLand.com



**M. Edwards
Realty & Land**

Real Estate Auction Sales Contract

This Agreement is entered into this day, January 11, 2023 (the "Effective Date") by and between Rex and Rhonda Fennell (the "Seller"), whose address is PO Box 123, Springlake, TX 79082-0123, and _____, (the "Buyer"), whose address is _____.

1. AGREEMENT TO PURCHASE: In consideration of the sum as identified in Paragraph 2 below, the mutual covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, pursuant to the terms and conditions hereinafter set forth, the following selected real property (the "Property"), attached hereto as **Exhibit "A"**.

2. PURCHASE PRICE:

High Bid Price:

\$ _____

Buyer's Premium: (5%)

\$ _____

Total Purchase Price:

\$ _____

Non-Refundable Down Payment/Deposit:

\$ _____

In U.S. Funds, due with Contract, to be held by Closing Agent.

Balance of Purchase Price:

\$ _____

In U.S. Funds, due at Closing, not including Buyer's closing costs, financing costs, prepaid amounts or proration's, in immediately available cash or by confirmed wire transfer.

3. CLOSING: Closing shall take place with, **Rowe Abstract & Title Company**, (the "Closing Agent"), whose address is **306 Phelps Ave., Littlefield, TX 79339**, on or before **February 14th, 2022**, (the "Closing Date").

At Closing, Seller shall deliver to Buyer a Special Warranty Deed, (the "Deed"), which shall convey fee simple title to the Property to Buyer without any warranties, including, without limitation, habitability or fitness for a particular purpose, and Buyer shall pay, or cause to be paid to Seller the Total Purchase Price. The special warranty deed conveying the Property shall contain language reasonably acceptable to counsel for Seller reflecting the AS IS, WHERE IS, WITH ALL FAULTS nature of this transaction. Seller and Buyer shall also execute and deliver any notices, statements, certificates, affidavits, releases or other documents required by this Contract, the Closing Agent, the Title Commitment (as hereinafter defined) or applicable law. Possession of the Property shall be delivered upon Closing and Funding, subject to those matters contained in the Deed, Title Commitment, this Contract and "Exhibit A". Time is of essence in this Contract.

4. TAXES AND OTHER PRORATIONS: The current year's Property Taxes shall be prorated between Seller and Buyer at Closing based upon the amount for the prior year. All unpaid taxes for the prior years, if any, shall be the responsibility of Seller. Buyer shall assume the payment of taxes for the year of Closing and all subsequent years. In addition, all rents, operating expenses and utilities shall be prorated between Seller and Buyer as of the Closing Date and Seller shall pay to Buyer any tenant security deposits and Buyer shall pay to Seller any prepaid security deposits paid by Seller for utilities or other items.

Initialed for Identification by Seller _____, _____ Buyer _____, _____

5. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (the "Assessments") for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to Closing, the Assessments will be the obligation of Seller. Obligations imposed by this Paragraph will survive closing.
6. **LIKE-KIND EXCHANGE:** If Seller or Buyer desires to conduct a tax-free exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, in connection with the transfer of the Property, the other party agrees to cooperate in the exchange transaction. Notwithstanding such cooperation, the party conducting the exchange will be responsible for making all arrangements incident to the like-kind exchange, and the other party will incur no liability of any kind whatsoever in consummating the like-kind exchange, except for failure to perform its obligations under this contract.
7. **CLOSING COSTS:**
- A. **Seller's Costs.** At Closing, Seller shall pay the fees for preparation of the Deed and issuance of the Title Policy (as hereinafter defined), and all costs relating to tax certificates, overnight courier fees and messenger charges on behalf of the Seller.
 - B. **Buyer's Costs.** At Closing, Buyer shall pay the recording costs of the Deed, overnight courier fees and messenger charges on behalf of the Buyer, escrow fees (if any), Closing Agent's closing fees, and all additional sale or closing fees.
8. **TERMS AND CONDITIONS:** Auction Terms and Conditions are hereby incorporated by reference and have been attached as **Exhibit "B"**. In the event of any conflict between the terms and conditions specified the Auction Terms and Conditions and those specified herein; the terms and conditions specified herein shall prevail. This is a cash sale with a down payment and balance due at Closing (as specified in Paragraph 2). This sale is not contingent upon financing or due diligence. **BUYER ACKNOWLEDGES AND AGREES THAT BUYER'S OBLIGATIONS UNDER THIS CONTRACT ARE NOT CONTINGENT UPON BUYER OBTAINING A LOAN FROM ANY LENDER. ACCORDINGLY, BUYER SHALL BE OBLIGATED TO PERFORM ITS OBLIGATIONS UNDER THIS CONTRACT WHETHER OR NOT BUYER CAN OBTAIN A LOAN TO FINANCE THE PURCHASE OF THE PROPERTY.**
9. **DOWN PAYMENT/DEPOSIT AND CLOSING AGENT:** Buyer and Seller hereby acknowledge and agree that Closing Agent shall hold and deliver the Down Payment/Deposit, in accordance with the terms and conditions of this Contract, and that Closing Agent shall be relieved of all liability and held harmless by both Seller and Buyer in the event Closing Agent makes a disbursement of the Down Payment/Deposit in accordance with the terms and provisions of this Contract. Closing Agent shall be relieved from any responsibility or liability and held harmless by both Seller and Buyer in connection with the discharge of any Closing Agent's duties hereunder provided that Closing Agent exercises ordinary and reasonable care in the discharge of said duties. Both parties understand that the Buyer's Down Payment/Deposit is non-refundable unless the Seller fails to close this transaction.
10. **DISCLAIMER OF WARRANTIES ("AS-IS" CONVEYANCE):**
- A. Buyer warrants and acknowledges to and agrees with Seller, and its agent, M. Edwards Realty & Land, LLC (the "Broker/Auctioneer") that Buyer is purchasing the Property in an **"AS-IS, WHERE-IS"** condition **"WITH ALL FAULTS"** and specifically and expressly without any warranties, representations or guarantees, either expressed or implied, of any nature, or type whatsoever, from or on behalf of the Seller and the Deed will contain appropriate disclaimers to this effect.
 - B. **Buyer acknowledges to and agrees with Seller and Broker/Auctioneer that with respect to the Property, Seller and Broker/Auctioneer have not, do not, and will not make any warranties or representations, expressed or implied, or arising by operation of law, including, but in no way limited to, and warranty as to the value, physical condition, square footage, environmental condition, zoning, good repair, operability, habitability, tenantability, suitability, merchantability, profitability, marketability, past or present compliance with any rules, regulations, covenants or restrictions, development potential or fitness for a particular use or purpose of the Property.**
 - C. Buyer acknowledges that it is Buyer's responsibility to make such legal, factual and other inquiries and investigations, as Buyer deems necessary with respect to the Property. Buyer acknowledges that Buyer has executed the Contract based solely on its own independent due diligence investigations and findings, and not in reliance on any information provided by **SELLER OR BROKER/AUCTIONEER** or their affiliates, agents, officers, employees or representatives. Buyer acknowledges that Buyer has not relied, and is not relying upon information, documents, sales brochures or other literature, maps or sketches, projection, pro forma, statement, representation, guarantee or warranty (whether express or implied, oral or written, material or immaterial) that may have been given or made by or on behalf of the Seller or Broker/Auctioneer.

- D. Buyer shall look only to Seller, and not to Broker/Auctioneer, as to all matters regarding this Contract and the Property. The Broker/Auctioneer shall not be responsible or liable in any way if the Seller fails or refuses to or cannot close this transaction.
- E. Without in any way limiting the generality of the preceding subparagraphs (a) through (d), Buyer specifically acknowledges and agrees that Buyer hereby waives, releases and discharges any claim it has, might have had, or may have against Seller and Broker/Auctioneer with respect to the condition of the Property, either patent or latent.

11. PROPERTY INSPECTION: It is Buyer's sole responsibility to perform all inspections (physical, legal, economic, environmental, archeological or otherwise) on the Property and to be satisfied as to its condition prior to making an offer on the Property; review all property information and due diligence materials; independently verify any information Buyer deems important including information available in public records; and inquire of public officials as to the applicability of and compliance with land use and environmental laws, building ordinances, zoning, health & safety codes, and any other local, state or federal laws and regulations.

Buyer is responsible for the costs of all inspections, surveys, engineering reports, environmental studies, including, but not limited to, lead-based paint tests, or for any other work performed at Buyer's request and Buyer shall pay for any damage which occurs to the Property or to any person as a result of such activities. Buyer shall not permit any claims or liens of any kind against the Property for inspections, surveys, engineering reports, or for any other work performed on the Property at Buyer's request. Buyer agrees to indemnify, protect and hold Seller and Broker/Auctioneer harmless against any liability, damage, cost or expense incurred, directly or indirectly, by Seller, as result of Buyer's inspection, examination, or survey of the Property, either prior to, on or after the date hereof. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to enforce this section, including Seller's reasonable attorney's fees. Buyer agrees to repair any damage caused by such inspections and to restore the Property to its condition prior to the inspection. This Paragraph shall expressly survive the Closing and any termination of the Contract.

12. TITLE: Buyer hereby agrees to accept title to the Property subject to (i) all standard exclusions and printed exceptions set forth in the Title Commitment, including all matters that would be disclosed by a current and accurate survey of the Property; (ii) liens for taxes not yet due and payable; (iii) easements for public utilities affecting the Property; (iv) all other easements or claims to easements, covenants, restrictions and rights-of-way affecting the Property; (v) rights and claims of parties in possession; and (vi) all title exceptions referenced in Schedule B of the Title Commitment (the foregoing title matters are herein referred to as the "Permitted Title Exceptions". Any applicable zoning ordinances, other land use laws and regulations, together with taxes for the current year and those matters, if any, which are waived by Buyer pursuant to this Paragraph, shall also be deemed Permitted Title Exceptions. At or prior to Closing, Seller shall satisfy all requirements on Schedule C which are the responsibility of Seller and Buyer shall satisfy all requirements on Schedule C which are the responsibility of Buyer. At Closing, Seller, at its cost, shall cause the title insurer to issue and deliver to Buyer an owner's policy of title insurance (the "Title Policy"), insuring Buyer's fee simple estate in the Property in the amount of the Total Purchase Price, subject to the Permitted Title Exceptions and any liens imposed by Buyer's financing.

Buyer also acknowledges and agrees that:

- A. Maps and depictions included in the marketing materials for the auction are for illustration purposes only and neither Seller, nor Broker/Auctioneer warrants or guarantees any of these materials or other information to be accurate or complete.
- B. Any fencing situated on the Property is not necessarily an indication of the Property boundary.
- C. Buyer shall be responsible for its own due diligence regarding the availability and/or accessibility of any utilities or the suitability for building on the Property. In addition, the Buyer shall be responsible for obtaining any and all permits for installation of utilities, wells, septic systems, and/or any costs related to such installation. Permits, tanks, meters, lines, and any other applicable fees shall be at the Buyer's expense.
- D. The Property is selling subject to any restrictive covenants and easements shown in the Title Commitment and the Survey.

13. TITLE DEFECTS: If the Title Commitment reveals a defect in title which is not one of the Permitted Title Exceptions, or if prior to the Closing a new defect in title is disclosed by an updated endorsement to the Title Commitment, which defect is not one of the Permitted Title Exceptions, prior to Closing Date, Buyer may either waive such defect or give written notice to Seller and Closing Agent no later than five (5) days from the receipt of the subject Title Commitment, whereupon Seller may, at its option, attempt to cure such defect prior to Closing or decline to cure such defect. If Seller is unable or unwilling to cure, on or before the Closing Date, any defect as to which Buyer has notified Seller as herein provided and if Buyer does not waive such defect on or prior to the Closing Date by written notice to the Seller, the Contract shall be terminated without liability to either party and the Down Payment/Deposit shall be returned to the Buyer. Seller shall have the right, at its sole election, to extend the Closing Date by not more than Sixty (60) Days to attempt to cure any such defect in title.

14. COMMISSIONS:

- A. **Agency Disclosure.** Broker/Auctioneer has acted as agent for Seller in this transaction and may be paid a commission by Seller pursuant to a separate written agreement between Seller and Broker/Auctioneer.
- B. **Commission/Buyer's Premium.** At Closing, Broker/Auctioneer shall be paid the commissions as outlined in a separate agreement (auction listing agreement).
- C. **Buyer's Broker Fee.** At Closing, Seller shall pay a Buyer's Broker Fee if Buyer is represented by a Buyer's Broker, and the Buyer Broker Registration Form previously approved by Broker/Auctioneer has been attached as **Exhibit "C"**. The Buyer's Broker must have performed all requirements of the Buyer's Broker guidelines as provided by Broker/Auctioneer. Failure to properly register or comply with the provisions of the guidelines will disqualify the Buyer's Broker from receiving any commission.

15. **FIXTURES AND PERSONAL PROPERTY:** Only the Seller's fixtures currently attached to the Property will be conveyed to Buyer and no other personal property will be conveyed with the Property. Exclusions to the above have been attached as **Exhibit "D"** (if any).

16. **BREACH OF CONTRACT BY SELLER:** If Seller defaults in the performance of any of its obligations pursuant to this contract, and Closing fails to occur by reason thereof, Buyer, as its sole remedy, may terminate this Contract and receive the Down Payment/Deposit, or waive the default and proceed to Closing. In no event shall Seller or Broker/Auctioneer be liable for any damages including special, incidental or consequential damages, or economic loss and/or attorney fees.

17. **BREACH OF CONTRACT BY BUYER:** In the event the purchase and sale contemplated in this Contract is not consummated as a result of Buyer's default, Buyer's Down Payment/Deposit shall be forfeited to Seller, and Seller shall have all rights as allowed by law to file for damages, specific performance or cancellation of this transaction, with Buyer to be responsible for all costs of suit, including attorney's fees and court costs.

In addition, in the event that Seller is unable to collect on any check delivered by Buyer to Seller or Closing Agent, then, at Seller's option, without notice, this Contract may be terminated immediately and any Down Payment/Deposit held by Seller or Closing Agent shall be paid to Seller, and Seller may pursue any rights and remedies available at law or in equity.

18. **CASUALTY:** Except as herein provided, all risk of loss with respect to the Property shall be borne by Seller until the Closing; thereafter all risk of loss shall be borne by Buyer. In the event that the Property is, in the opinion of Seller, significantly damaged or is destroyed by fire or other casualty or hazard prior to Closing, Seller shall have the option to restore the Property to its pre-casualty condition or to cancel this Contract and Buyer's Down Payment/Deposit shall be returned as a complete and final settlement to Buyer of all Seller's obligations hereunder. Should Seller desire to restore the Property to its pre-casualty condition, Seller shall so notify Buyer and thereafter have 120 days to complete such restoration, with the Closing Date to be postponed accordingly.

19. **ACKNOWLEDGEMENT:** The Buyer certifies that if Buyer is a natural person, he or she is of legal age and has full legal capacity and authority to understand, execute and deliver this Contract on behalf of himself or herself. If Buyer is a domestic or foreign entity (as defined by the Texas Business Organizations Code), Buyer represents to Seller that the party executing this Contract on behalf of such entity has the authority to execute the Contract on behalf of such entity, and that such entity shall be bound by the terms and conditions contained herein.

20. **WAIVER:** No failure or delay on the part of Seller in exercising any right of Seller or any action on the part of Seller or any course of dealing or partial performance shall be deemed a waiver of any right of Seller set forth herein or a modification of any terms set forth herein.

21. AGREEMENT OF THE PARTIES:

- A. **Entire Agreement; Amendment:** This written Contract and any Exhibits, Schedules and Addenda attached hereto and made a part of this Contract signed by Buyer constitute the entire and complete agreement between the parties hereto and supersede any prior oral or written agreements between the parties with respect to the Property. This Contract may not be amended, altered, modified or discharged except by an instrument in writing signed by the Buyer and Seller.
- B. **Assignability:** Buyer may not assign this Contract or Buyer's rights hereunder without the prior written consent of Seller, which consent may be given or withheld in Seller's sole discretion.

- C. **Binding Effect:** This Contract shall be binding upon and inure to the benefit of the parties hereto, and their respective successors, personal representatives, legal representatives, heirs and permitted assigns.
- D. **Counterparts:** The Contract may be executed in one or more counterparts, each of which shall have the force and effect of an original, and all of which shall constitute but one document.
- E. **Joint and Several:** All Buyers executing this Contract are jointly and severally liable for the performance of all its terms.
- F. **Governing Law:** Texas law governs the interpretation, validity, performance, and enforcement of this Contract.
- G. **Severability:** If a court finds any clause in this Contract invalid or unenforceable, the remainder of this Contract will not be affected and all other provisions of this Contract will remain valid and enforceable.
- H. **Resolution of Disputes:** Any dispute or claim in law or equity between Seller and Buyer directly or indirectly arising out of, or relating to, this Contract or any resulting transaction shall be decided by the District Court located in Lamb County, Texas. **EACH OF THE PARTIES HERETO WAIVE THE RIGHT TO TRIAL BY JURY. ALL MATTERS SHALL BE TRIED TO THE JUDGE AT A BENCH TRIAL.**
- I. **Notices:** All notices under this Contract shall be deemed delivered when personally delivered or mailed postage prepaid, certified or registered mail, return receipt requested, or when delivery by a courier service to the addresses of the parties set forth in the preamble of this Contract. Either party may change its address for notice purposes by giving written notice thereof to the other party in accordance with the terms hereof. A copy of all notices given hereunder shall be delivered to Broker/Auctioneer and Closing Agent. Monty Edwards Broker (TX#515752) and Shawn Terrel (TX#17087) are the Broker and Auctioneer of Record and United Country M. Edwards Realty & Land is the Brokerage of Record (TX#9002391). In compliance with TDLR rule 67.100(c)(1), notice is hereby provided that this auction is covered by a Recovery Fund administered by the Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711 (512) 463-2906. Any complaints may be directed to the same address.

<<< SIGNATURE PAGE FOLLOWS >>>

Itemized Panel and Additional Equip. List

These Items do not convey in Auction

ITEM DESCRIPTION	PRICE/ITEM	NUMBER OF ITEMS	TOTAL ITEM PRICE
4' X 10' Funnel Feeders	\$ 265.00	84	\$ 22,260.00
4' X 10' Hay Fenceline Panels	\$ 195.00	22	\$ 4,290.00
10' Bow Gate (8' Tall)	\$ 245.00	81	\$ 19,845.00
4' X 10' Panel	\$ 105.00	306	\$ 32,130.00
4' X 5' Bow Gate	\$ 122.50	76	\$ 9,310.00
6' Corrugated Solid Chute Panel (Premier)	\$ 396.00	2	\$ 792.00
9' Corrugated Solid Chute Panel (Premier)	\$ 417.00	6	\$ 2,502.00
16" Chute Gate	\$ 112.50	1	\$ 112.50
Loading Chute	\$ 2,500.00	2	\$ 5,000.00
10' Creep Gate's	\$ 225.00	3	\$ 675.00
Guillotine Gate's (Premier)	\$ 250.00	2	\$ 500.00
Sorting Gate	\$ 285.00	2	\$ 570.00
Stop Gate	\$ 456.00	1	\$ 456.00
4' X 8' Panels	\$ 95.00	14	\$ 1,330.00
4' X 6' Panels	\$ 82.50	5	\$ 412.50
Goat & Sheep Working Table with Chute	\$ 400.00	1	\$ 400.00
Center Joiner's (Premier)	\$ 127.00	3	\$ 381.00
In Frame Hinged Gate (Premier)	\$ 382.00	1	\$ 382.00
Te-Para 3-way automatic sorter	\$ 17,000.00	1	\$ 17,000.00
			\$ 118,348.00