



ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS



ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

TBD US Hwy 287 / CR 4140, CROCKETT

(Street Address and City)

NOTICE: For use ONLY if Seller reserves all or a portion of the Mineral Estate.

- A. "Mineral Estate" means all oil, gas, and other minerals in and under and that may be produced from the Property, any royalty under any existing or future mineral lease covering any part of the Property, executive rights (including the right to sign a mineral lease covering any part of the Property), implied rights of ingress and egress, exploration and development rights, production and drilling rights, mineral lease payments, and all related rights and benefits. The Mineral Estate does NOT include water, sand, gravel, limestone, building stone, caliche, surface shale, near-surface lignite, and iron, but DOES include the reasonable use of these surface materials for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals from the Property.
- B. Subject to Section C below, the Mineral Estate owned by Seller, if any, will be conveyed unless reserved as follows (check one box only):
- ☒ (1) Seller reserves all of the Mineral Estate owned by Seller.
- ☐ (2) Seller reserves an undivided _____ interest in the Mineral Estate owned by Seller. **NOTE:** If Seller does not own all of the Mineral Estate, Seller reserves only this percentage or fraction of Seller's interest.
- C. Seller ☐ does ☒ does not waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate for mining, drilling, exploring, operating, developing, or removing the oil, gas, and other minerals. **NOTE:** Surface rights that may be held by other owners of the Mineral Estate who are not parties to this transaction (including existing mineral lessees) will NOT be affected by Seller's election. Seller's failure to complete Section C will be deemed an election to convey all surface rights described herein.
- D. If Seller does not reserve all of Seller's interest in the Mineral Estate, Seller shall, within 7 days after the Effective Date, provide Buyer with the current contact information of any existing mineral lessee known to Seller.

IMPORTANT NOTICE: The Mineral Estate affects important rights, the full extent of which may be unknown to Seller. A full examination of the title to the Property completed by an attorney with expertise in this area is the only proper means for determining title to the Mineral Estate with certainty. In addition, attempts to convey or reserve certain interest out of the Mineral Estate separately from other rights and benefits owned by Seller may have unintended consequences. Precise contract language is essential to preventing disagreements between present and future owners of the Mineral Estate.

If Seller or Buyer has any questions about their respective rights and interests in the Mineral Estate and how such rights and interests may be affected by this contract, they are strongly encouraged to consult an attorney with expertise in this area.

CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

Buyer

Seller

Buyer

Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-3. This form replaces TREC No. 44-2.

**SELLER'S DISCLOSURE ABOUT GROUNDWATER
AND SURFACE WATER RIGHTS**

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE ABOUT GROUNDWATER AND SURFACE WATER RIGHTS ON 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 OR SELLER'S AGENTS.

CONCERNING THE PROPERTY AT: TBD vs Hwy 287 / CR 4140, CROCKETT
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1. Definitions. For the purposes of this form the following definitions, with notes, apply.

- A. **"Groundwater"** means water percolating below the surface of the earth. Groundwater is usually found in subsurface reservoirs or aquifers and is accessed by Water Wells.
[Note: Unless severed from the surface estate, Groundwater is owned by the surface landowner who may be able to access the Groundwater by drilling a Water Well in compliance with the law and rules of the applicable Groundwater District, if any.]
- B. **"Groundwater District"** means a local or regional Groundwater Conservation District, Underground Water Conservation District, Subsidence District, or other special district or authority that regulates the drilling or operation of Water Wells.
[Note: Not all land in Texas is subject to a Groundwater District.]
- C. **"Surface Water"** means water in lakes, rivers, creeks, streams, and in the bays, estuaries, and arms of the Gulf of Mexico.
- D. **"Surface Water Rights"** means a permit, certified filing, or certificate of adjudication administered by the Texas Commission on Environmental Quality (TCEQ) that authorizes the diversion, impoundment, or use of Surface Water.
[Note: Not all diversions, impoundments, or uses of Surface Water require a Surface Water Right.]
- E. **"Water Well"** means an artificial excavation that is drilled or dug for the purpose of exploring for or producing Groundwater.
[Note: The drilling and operation of a Water Well may be regulated, restricted, or prohibited in a Groundwater District. Subdividing a property may impact rights related to drilling or operating a Water Well. A Water Well may be owned and operated by individuals, groups, cooperatives, associations, or other entities.]

2. Information Related to Groundwater and Water Wells. [Attach additional sheets as necessary.]

- A. Is any portion of the Property located in a Groundwater District? ☐ Yes ☐ No ☒ Unknown
If yes, identify the district and its website: _____
- B. Is Seller aware of one or more Water Wells on the Property? ☐ Yes ☒ No
If yes:
(1) The total number of Water Wells known to Seller is 0
(2) The number of Water Wells known to Seller that are currently in use is 0
(3) The number of Water Wells known to Seller that are not currently in use and have been capped, covered, plugged, or abandoned is 0
(4) Identify any registrations or permits (by number) from a Groundwater District for the Water Wells on the Property: 0
- C. If the answer to 2B is yes, complete the following to the extent known.
☐ (1) All Water Wells on the Property are owned or operated solely by Seller for the sole benefit of the Property.
☐ (2) The following Water Wells: (i) are owned or operated by the person identified; (ii) benefit the identified beneficiary; and (iii) are governed by the identified agreements or understandings (attach additional sheets for each Water Well):
Water Well: _____
Owners/Operators: _____
Beneficiary: _____
Agreement or Understanding: _____

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(Address of Property)

D. Is Seller aware whether the Property receives water from a Water Well located on another property (not including water from a city, municipal utility district or other special district, water supply corporation, or private water company)? ☐ Yes ☒ No If yes, describe the Water Well and identify any agreements or understandings governing access to the water: _____

E. Is Seller aware whether a Water Well on the property relies in whole or in part on Groundwater rights owned or leased from land outside the boundaries of the Property? ☐ Yes ☒ No If yes, describe the Groundwater rights owned or leased: _____

F. Is Seller aware whether any of the Groundwater rights to the Property have been severed, sold, or leased in whole or in part with or without the right to drill or operate a Water Well on the Property? ☐ Yes ☒ No If yes, describe the Groundwater rights severed, sold, or leased: _____

3. Information Related to Surface Water. [Attach additional sheets as necessary.]

A. Does Seller own any Surface Water Right associated with the Property ☐ Yes ☒ No
If yes:

(1) Identify the applicable Surface Water Right by its permit, filing, or certification of adjudication number: _____

(2) If more than one person owns an interest in any Surface Water Right identified in 3A(1), identify each person and their respective ownership interest: _____

B. Is there a pond, lake, or water tank on the Property, whether currently with or without water? ☐ Yes ☒ No

Notices to Buyer and Seller:

- (1) Statutes, rules, regulations, and court rulings concerning Groundwater, Water Wells, Groundwater rights, surface water, and Surface Water Rights (collectively, **Water Rights**) are multifaceted and may be complex.
- (2) The Seller may not have complete knowledge or understanding of the Water Rights related to or affecting the Property.
- (3) Water Rights that relate to the Property may be held by others. To determine the extent and application of Water Rights related to Property, consult an attorney who can examine the title to the Property and issues regarding Water Rights.
- (4) Rules and regulations of Groundwater Districts regarding Water Wells differ from district to district and should be reviewed if the Property has an existing or potential future Water Well. Some Groundwater Districts have ad valorem taxing authority and others do not. Consult the local Appraisal District for applicable taxes and tax rates.
- (5) If the parties need or intend to reserve, specifically except, or separately convey Water Rights related to the Property, each party should consult an attorney before signing a binding contract to purchase or sell the Property.

Seller _____ Date _____


Seller _____

8-7-26
Date _____

Buyer _____ Date _____

Buyer _____ Date _____



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