PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 11-2-2015

FARM AND RANCH CONTRACT

1. **PARTIES:** The parties to this contract are TOM GREEN COUNTY, TEXAS (Seller) and KIRK CLEERE AND/OR ASSIGNS (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** The land, improvements, accessories and crops except for the exclusions and reservations, are collectively referred to as the "Property".
   A. LAND: The land situated in the County of TOM GREEN, Texas, described as follows: SEE EXHIBIT "A"

   or as described on attached exhibit, also known as _____ (address/zip code), together with all rights, privileges, and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships.
   B. IMPROVEMENTS:
   (1) FARM and RANCH IMPROVEMENTS: The following **permanently installed and built-in items**, if any: windmills, tanks, barns, pens, fences, gates, sheds, outbuildings, and corrals.
   (2) RESIDENTIAL IMPROVEMENTS: The house, garage, and all other fixtures and improvements attached to the above-described real property, including without limitation, the following **permanently installed and built-in items,** if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above described real property.
   C. ACCESSORIES:
   (1) FARM AND RANCH ACCESSORIES: The following described related accessories: (check boxes of conveyed accessories) ☐ portable buildings ☐ hunting blinds ☐ game feeders ☐ livestock feeders and troughs ☐ irrigation equipment ☐ fuel tanks ☐ submersible pumps ☐ pressure tanks ☐ corrals ☐ gates ☐ chutes ☐ other: _____
   (2) RESIDENTIAL ACCESSORIES: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) garages, (ii) entry gates, and (iii) other improvements and accessories.
   D. CROPS: Unless otherwise agreed in writing, Seller has the right to harvest all growing crops until delivery of possession of the Property.
   E. EXCLUSIONS: The following improvements, accessories, and crops will be retained by Seller and must be removed prior to delivery of possession: PERSONAL PROPERTY OF LESSEE.
   F. RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum or Special Provisions.
3. **SALES PRICE:**
   A. Cash portion of Sales Price payable by Buyer at closing ..... $ 1,310,000.00
   B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum ..... $ _____
   C. Sales Price (Sum of A and B) ..... $ 1,310,000.00
   D. The Sales Price ☒ will ☐ will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be calculated on the basis of $ 1366.40 per acre. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within NA days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in ☒ 3A ☐ 3B ☐ proportionately to 3A and 3B.
4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.
5. **EARNEST MONEY:** Upon execution of this contract by all parties, Buyer shall deposit $ 50,000.00 as earnest money with SURETY TITLE COMPANY, as escrow agent, at 136 W. TWOHIG AVE; SUITE A SAN ANGELO, TX 76903 (address). Buyer shall deposit additional earnest money of $ _____ with escrow agent within _____ days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

Initialed for identification by Buyer KC and Seller SCT TREC NO. 25-11

6. TITLE POLICY AND SURVEY:

A. TITLE POLICY: Seller shall furnish to Buyer at ☒ Seller's ☐ Buyer's expense an owner policy of title insurance (Title Policy) issued by: SURETY TITLE COMPANY (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) The standard printed exception for standby fees, taxes and assessments.
(2) Liens created as part of the financing described in Paragraph 3.
(3) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(4) The standard printed exception as to marital rights.
(5) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(6) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements: ☒ (i) will not be amended or deleted from the title policy; or ☒ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller. N/A

KC SCF

B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

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

☒ (1) Within 20 days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** The existing survey ☐ will ☒ will not be recertified to a date subsequent to the effective date of this contract at the expense of ☐ Buyer ☐ Seller. If the existing survey is not approved by the Title Company or Buyer's lender(s), a new survey will be obtained at the expense of ☒ Buyer ☐ Seller no later than 3 days prior to Closing Date.

☐ (2) Within _____ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.

☐ (3) Within _____ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.

☐ (4) No survey is required.

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

_____

_____.

Buyer must object the earlier of (i) the Closing Date or (ii) 15 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived by Buyer. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

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

Document	Date	Recording Reference

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

_____

G. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(3) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(4) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(5) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(6) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.

(7) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information contact the Texas Department of Agriculture.

(8) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code, requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

(9) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.

(10) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

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

B. SELLER'S DISCLOSURE NOTICE PURSUANT TO §5.008, TEXAS PROPERTY CODE (Notice):
(Check one box only)
☐ (1) Buyer has received the Notice
☐ (2) Buyer has not received the Notice. Within _____ days after the effective date of this contract, Seller shall deliver the Notice to Buyer. If Buyer does not receive the Notice, Buyer may terminate this contract at any time prior to the closing and the earnest money will be refunded to Buyer. If Seller delivers the Notice, Buyer may terminate this contract for any reason within 7 days after Buyer receives the Notice or prior to the closing, whichever first occurs, and the earnest money will be refunded to Buyer.
☒ (3) The Texas Property Code does not require this Seller to furnish the Notice.

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

D. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7D (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)
☒ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____
_____.
(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs and treatments.)

E. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days if necessary for Seller to complete repairs.

F. LENDER REQUIRED REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, neither party is obligated to pay for lender required repairs, which includes treatment for wood destroying insects. If the parties do not agree to pay for the lender required repairs or treatments, this contract will terminate and the earnest money will be refunded to Buyer. If the cost of lender required repairs and treatments exceeds 5% of the Sales Price, Buyer may terminate this contract and the earnest money will be refunded to Buyer.

G. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

H. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
(1) any flooding of the Property which has had a material adverse effect on the use of the Property;
(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
(3) any environmental hazards or conditions materially affecting the Property;
(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
(6) any threatened or endangered species or their habitat affecting the Property.

I. RESIDENTIAL SERVICE CONTRACTS: Buyer may purchase a residential service contract from a residential service company licensed by TREC. If Buyer purchases a residential service contract, Seller shall reimburse Buyer at closing for the cost of the residential service contract in an amount not exceeding $ _____. Buyer should review any residential service contract

for the scope of coverage, exclusions and limitations. **The purchase of a residential service contract is optional. Similar coverage may be purchased from various companies authorized to do business in Texas.**

J. GOVERNMENT PROGRAMS: The Property is subject to the government programs listed below or on the attached exhibit: _____.
Seller shall provide Buyer with copies of all governmental program agreements. Any allocation or proration of payment under governmental programs is made by separate agreement between the parties which will survive closing.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**
A. The closing of the sale will be on or before SEE EXHIBIT "B", _____, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15. KC
B. At closing:
(1) Seller shall execute and deliver a ~~general~~ special SCF warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6, an assignment of Leases, and furnish tax statements or certificates showing no delinquent taxes on the Property.
(2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
(3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
(4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
(5) If the Property is subject to a residential lease, Seller shall transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has acquired the Property and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:**
A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition, ordinary wear and tear excepted: ☒ upon closing and funding ☐ according to a temporary residential lease form promulgated by TREC or other written lease required by the parties. Any possession by Buyer prior to closing or by Seller after closing which is not authorized by a written lease will establish a tenancy at sufferance relationship between the parties. **Consult your insurance agent prior to change of ownership and possession because insurance coverage may be limited or terminated. The absence of a written lease or appropriate insurance coverage may expose the parties to economic loss.**
B. Leases:
(1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

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

12. SETTLEMENT AND OTHER EXPENSES:

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

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

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed $_____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

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

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

13. PRORATIONS AND ROLLBACK TAXES:

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

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

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

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may ~~(a) enforce specific performance, seek such other relief as may be provided by law, or both;~~ or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract for any other reason, Seller will be in default and Buyer may (a) enforce specific performance, ~~seek such other relief as may be provided by law, or both~~ or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

C. DEMAND: Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX REQUIREMENTS: If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

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

To Buyer at:	**To Seller at:**
KIRK CLEERE	STEPHEN C. FLOYD,TOM GREEN CO JUDGE
14 E. BEAUREGARD AVE.	113 W. Beauregard Ave.
SAN ANGELO, TX	San Angelo, TX 76903
Phone: (325)655-7641	Phone: (325)653-3318
Fax:	Fax:
E-mail: KIRK.CLEERE@SENDERODRILLING.COM	E-mail: steve.floyd@co.tom-green.tx.us

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

- ☐ Third Party Financing Addendum
- ☐ Seller Financing Addendum
- ☐ Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- ☐ Buyer's Temporary Residential Lease
- ☐ Loan Assumption Addendum
- ☐ Addendum for Sale of Other Property by Buyer
- ☐ Addendum for "Back-Up" Contract
- ☐ Addendum for Coastal Area Property
- ☐ Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- ☐ Seller's Temporary Residential Lease
- ☐ Short Sale Addendum
- ☐ Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- ☐ Addendum for Seller's Disclosure of Information on Lead-based Paint and Lead -based Paint Hazards as Required by Federal Law
- ☐ Addendum for Property in a Propane Gas System Service Area
- ☒ Other (list): Exhibit "A"; EXHIBIT "B"; EXHIBIT "C"

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller $ 100.00 (Option Fee) within 3 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 60 days after the effective date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee ☒ will ☐ will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

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

Buyer's Attorney is: Wesley B Strain	Seller's Attorney is: WM Keith Davis
400 W. Illinois Ave., Suite 1120 Midland, TX 79701	One East Twohig, 3rd Floor San Angelo, TX 76903
Phone: (432) 683-8822	Phone: (325) 658-2728
Fax:	Fax:
E-mail: wstrain@gastonstrain.com	E-mail: wkd@hwdcb.com

EXECUTED the 9th day of August, 2016. (EFFECTIVE DATE).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer	Seller
Buyer Kirk Cleere AND/OR ASSIGNS	Seller STEPHEN C. FLOYD TOM GREEN COUNTY JUDGE

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) TREC NO. 25-11. This form replaces TREC NO. 25-10.

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RATIFICATION OF FEE

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

Other Broker: By: _____

Listing Broker: By: _____

BROKER INFORMATION AND AGREEMENT FOR PAYMENT OF BROKERS' FEES

NONE Other Broker License No.	CHIP COLE, RANCH BROKER 203632 Listing or Principal Broker License No.
Associate's Name License No.	Listing Associate's Name License No.
Licensed Supervisor of Associate License No.	Licensed Supervisor of Listing Associate License No.
Other Broker's Office Address	14 E. Beauregard Ave STE 201 Listing Broker's Office Address
City State Zip	San Angelo TX 76903 City State Zip
Phone Fax	Phone Fax
Associate's Email Address	CHIPCOLE@VERIZON.NET Listing Associate's Email Address
represents ☐ Buyer only as Buyer's agent ☐ Seller as Listing Broker's subagent	Selling Associate License No.
	Licensed Supervisor of Selling Associate License No.
	Selling Associate's Office Address Fax
	City State Zip
	Selling Associate's Email Address
	represents ☒ Seller only ☐ Buyer only ☐ Seller and Buyer as an intermediary

Upon closing of the sale by Seller to Buyer of the Property described in the contract to which this fee agreement is attached: (a) ☒ Seller ☐ Buyer will pay Listing/Principal Broker ☐ a cash fee of $ _____ or ☒ 5.000 % of the total Sales Price; and (b) ☐ Seller ☐ Buyer will pay Other Broker ☐ a cash fee of $ _____ or ☐ _____ % of the total Sales Price. Seller/Buyer authorizes and directs Escrow Agent to pay the brokers from the proceeds at closing.

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

Seller _____ Buyer _____

Seller _____ Buyer _____

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

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OPTION FEE RECEIPT

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

_____ _____
Seller or Listing Broker Date

CONTRACT AND EARNEST MONEY RECEIPT

Receipt of ☐ Contract and ☐ $_____ Earnest Money in the form of _____ is acknowledged.

Escrow Agent: _____ Date: _____

By: _____ _____
Email Address

_____ Phone: _____
Address

_____ Fax: _____
City State Zip

Initialed for identification by Buyer JC and Seller SCF TREC NO. 25-11

EXHIBIT A

WILSON LAND SURVEYING, INC.

LICENSED STATE & REGISTERED PROFESSIONAL LAND SURVEYORS
PHONE 325/653-3916 * FAX 325/655-1895
P.O. BOX 3326-ZIP 76902
1514 W. BEAUREGARD AVE.
SAN ANGELO, TEXAS 76901
FIRM NO. 10045600

WM. C. WILSON, JR.
R.P.L.S., L.S.L.S.
(1932-2005)

THOMAS J. HOUSTON
R.P.L.S., L.S.L.S.,
B.S.S

Tom Green County
to

Description
958.72 Acres

Being 958.72 acres of land out of James Eldridge Survey 73, Abstract 173; Albert Black Survey 75, Abstract 98; J.S. Grant Survey 2, Abstract 8667; Johann Zerbach Survey 1827, Abstract 4217; and T. McClure Survey 1827 ½, Abstract 5744, all in Tom Green County, Texas and also including all or parts of the First, Second, Fourth and Fifth Tracts of that land described in deed from Sallie J. Pugh to Tom Green County dated October 13, 1941 and recorded in Volume 212 at Page 475 of the Deed Records of Tom Green County, Texas. Said 958.72 acres being described by metes and bounds as follows:

Beginning at a 3/8" spike set at the intersection of the south line of said Survey 1827 and the east line of F.M. Highway 2084 for the SW corner of this tract from which a 5/8" iron rod with cap set on the west side of a corner post for witness bears S.47°38'22"E. 33.35 feet and a point for the NW corner of that "7124.42 Ac." tract described in deed from Nolan Ryan to Lee Concho Valley Family Limited Partnership described in Document No. 651942 of the Official Public Records of Real Property of Tom Green County, Texas bears S.34°17'22"E. 29.46 feet.

Thence with said east line of Highway 2084, N.27°39'31"W. 840.12 feet to a point for the west corner of this tract and the south corner of a 1.92 acre tract described on even date herewith from which a 5/8" iron rod with cap set for witness bears N.65°21'10"E. 34.47 feet.

Thence with the south line of said 1.92 acre tract, N.65°21'10"E., at 34.47 feet pass said iron rod, a total distance of 284.75 feet to a 5/8" iron rod with cap set for the east corner of said 1.92 acre tract and an ell corner of this tract.

Thence with the east line of said 1.92 acre tract, N.16°41'22"W. 270.75 feet to a 5/8" iron rod with cap set for the north corner of said 1.92 acre tract and the east corner of a 2.07 acre tract described on even date herewith.

Thence with the east line of said 2.07 acre tract, N.26°25'13"W. 261.26 feet to a 5/8" iron rod with cap set in a SE line of a 16.68 acre tract described on even date herewith for the north corner of said 2.07 acre tract and a west corner of this tract.

Thence with the easterly line of said 16.68 acre tract,
N.67°12'17"E. 257.59 feet to a set 5/8" iron rod with cap,
N.8°05'31"W. 275.21 feet to a set 5/8" iron rod with cap,
N.18°22'28"E. 58.42 feet to a set 5/8" iron rod with cap,
N.62°15'37"E. 1372.29 feet to a set 5/8" iron rod with cap,
N.7°36'55"E. 1189.06 feet to a set 5/8" iron rod with cap,
N.29°39'23"E. 822.17 feet to a set 5/8" iron rod with cap,
N.34°19'44"W. 727.08 feet to a set 3/8" spike and
N.85°25'11"W. 155.51 feet to a point in the east line of the Town of Christoval and the west line of said First Tract for the NW corner of said 16.68 acre tract and a SW corner of this tract from which a 3/8" spike set for witness bears N.87°34'30"E. 0.79 foot.

Thence with said east line of Town of Christoval, said west line of First Tract and along or near a fence, N.0°21'17"E. 518.74 feet to a 1" iron pipe found on the NE side of a corner post at or near the NW corner of said First Tract and the NW corner of this tract.

set

Said iron pipe also being at or near a SW corner of that "1066.98 Ac." tract described in deed from G.W. Lewis to T.H. Ivy recorded in Volume 75 at Page 428 of said Deed Records.

Thence along or near the north line of said First Tract and along or near a fenced south line of said "1066.98 Ac." tract, S.88°31'45"E. 1042.78 feet to a ½" galvanized iron pipe found in a stone mound on the south edge of fence and S.88°33'03"E. 6996.59 feet to a 2" iron pipe corner post found in a west line of said "7124.42 Ac." tract for the NE corner of this tract.

Thence along or near said fenced west line of "7124.42 Ac." tract, S.0°18'59"W. 2174.62 feet to a point 3.4 feet north of corner post, N.89°54'05"W. 879.61 feet to a point 1 foot east of corner post, S.0°16'58"W. 464.61 feet to a found 2" iron pipe corner post, N.89°54'59"W. 245.48 feet to a found 2" iron pipe corner post and S.0°16'34"W. 2619.04 feet to a point in the south line of said Survey 1827 for the SE corner of this tract from which a ½" iron pipe found on the east side of a corner post for an ell corner of said "7124.42 Ac." tract bears S.0°16'34"W. 27.72 feet.

Thence with the south line of said Survey 1827, N.89°54'30"W. 7993.90 feet to the place of beginning and containing 958.72 acres of land.

Note: Courses and distances recited herein are of the Texas Coordinate System of 1927- Central Zone. Acreage based on surface horizontal distances.

Prepared from survey made on the ground prior to February 4, 2016.

Thomas J. Houston
Registered Professional Land Surveyor No. 4261

STATE OF TEXAS REGISTERED THOMAS J. HOUSTON 4261 PROFESSIONAL LAND SURVEYOR

Also see accompanying descriptions, plat and report (TGCPEAK21.DWG).

SEF

WILSON LAND SURVEYING, INC.
LICENSED STATE & REGISTERED PROFESSIONAL LAND SURVEYORS
PHONE 325/653-3916 * FAX 325/655-1895
P.O. BOX 3326-ZIP 76902
1514 W. BEAUREGARD AVE.
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FIRM NO. 10045600

WM. C. WILSON, JR.
R.P.L.S., L.S.L.S.
(1932-2005)

THOMAS J. HOUSTON
R.P.L.S., L.S.L.S.,
B.S.S

Survey Report
June 8, 2016

Re: Survey of 958.72 acres in Johann Zerbach Survey 1827 and other surveys, Tom Green County, Texas.

The survey plat and description that accompany this report show the results of a recent survey based on various documents of record and a 1973 survey by Roscoe M. Simpson. There are a few issues that should be noted as follows:

- There is a gap about 25 feet wide between the south line of Survey 1827 (which is also the south line of the 958.72 acres) and the north line of the "7124.42 Ac." tract referenced on said plat. This results in approximately 4.5 acres being fenced in that Tom Green County does not appear to have title to. This acreage is not included in the 958.72 acres.

- There is approximately 2.6 acres fenced in along the east line of the 958.72 acres that is not included in the deed from Sallie J. Pugh to Tom Green County recorded in Volume 212 at Page 475 D.R. No deed including this acreage was found. This acreage is shown to be part of the Tom Green County property on said Simpson plat. Additional record research may be necessary in this matter.

- The deed from Pugh to Tom Green County does not call to include any part of Albert Black Survey 75, Abstract 98 which lies along the north line of the subject tract. The existing fence along the north line of the subject tract appears to lie north of the north line of James Eldridge Survey 73, Abstract 173 and the south line of said Survey 75. The metes and bounds descriptions for said First Tract and the "1066.98 Ac." tract referenced on the plat both call to run along the survey line. Based on called for dimensions in these deeds it appears the fence fits these lines more closely on the ground. The Simpson survey indicates there is an Agreed Boundary along the existing fence but no document was found of record. The area between the existing fence and approximate survey line contains about 8.4 acres. This acreage is included in the 958.72 acres.

- The fence along the east line of Highway 2084 is easterly of the deeded right of way and fences out about 0.5 acre of land.

If additional descriptions are necessary to address any of these issues please give me a call.

Thomas J. Houston
Registered Professional Land Surveyor No. 4261

STATE OF TEXAS
REGISTERED
THOMAS J. HOUSTON
4261
PROFESSIONAL
LAND SURVEYOR

SCF

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-18-14

EQUAL HOUSING OPPORTUNITY

ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

958.72 ACRES TOM GREEN COUNTY, TX

(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 see EXH B 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* reserve and retain implied rights of ingress and egress and of reasonable use of the Property (including surface materials) 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 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 licensees from giving legal advice. READ THIS FORM CAREFULLY.

Buyer KIRK CLEERE AND/OR ASSIGNS

Seller TOM GREEN COUNTY, TX
Lee County Judge

Buyer

Seller

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 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. 44-2. This form replaces TREC No. 44-1.

Chip Cole Ranch Broker, 14 E. Beauregard Ave. San Angelo, TX 76903 Phone: (325)655-3555 Fax:(325)655-0003 Tom Green Co
Charles Cole III
Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

EXHIBIT "B"
To Farm and Ranch Contract dated 9th August, 2016
By and between Tom Green County, Texas as Seller
And Kirk Cleere and/or Assigns, as Buyer

1. In the event of a conflict between this EXHIBIT "B" and the printed Farm and Ranch Contract to which it is attached, the terms and provisions of EXHIBIT "B" shall control.

2. The closing date shall be 30 days from the end of the Option Period as set forth in paragraph 23 of this contract.

3. As a material part of the consideration for this sale, Seller and Buyer agree that the Property will be sold "as-is". The deed from Seller to Buyer will contain the "as-is" paragraph attached hereto as EXHIBIT "C" and BUYER WILL SIGN THE DEED.

4. Tom Green County, Texas will assume maintenance of up to one mile of roads constructed on the Property. They must be constructed according to Tom Green County's standards for subdivision roads as determined by the Tom Green County Commissioners Court.

5. Seller shall convey an undivided twenty-five percent (25%) of Seller's mineral and royalty interest and fifty percent (50%) of Seller's executive leasing rights.

6. As a requirement of this contract and surviving the closing of this transaction, Buyer shall build, within one year of the closing of this transaction, a good quality fence on the boundary line between the new county road that borders this Property and the Property.

7. Seller makes no representations as to the quantity or quality of ground water under the Property. The deed from Seller to Buyer will contain language to this effect.

8. Seller hereby places a restriction on the usage of groundwater under the property by restricting the usage of such water to domestic and agricultural, on-site use and expressly prohibits any off-site water sales or usage. The deed from Seller to Buyer will contain language to this effect.

9. Information discovered by Buyer during his Option Period, or an extension thereof, regarding water availability, quantity, and quality shall be distributed to Seller in a timely manner.

10. Seller's Real Estate Broker shall have the right to continue offering the Property for sale, showing the Property to prospective clients, and accept backup contracts during Buyer's 60 day Option Period or an extension thereof.

11. If Buyer does not respond to this contract, in writing, by 5:00pm Tuesday, August 9, 2016, Sellers counter-proposal to Buyer will terminate.

12. As an amendment to EXHIBIT A (the legal description of the property) and to the acreage described therein, a parcel containing approximately seven (7) acres located in the southwest corner of the property shall be deleted from this sale. Before closing, Seller shall have said seven

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acres surveyed out and deleted from EXHIBIT A. Said seven acres will generally follow an existing fence that separates said seven acres from the balance of EXHIBIT A. Seller agrees that said seven acres will be fenced from the public and restricted in use from any development or storage of discarded equipment or materials. The sales price under paragraph 3 of the contract will be adjusted at closing to reflect the exact amount of the acreage deleted.

13. Buyer shall have the right to test existing water wells and to drill test water wells on the Property during the 60 day Option Period.

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EXHIBIT "C"

THE PROPERTY IS BEING SOLD TO GRANTEE "AS IS AND WITH ALL FAULTS." AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND STIPULATES THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION BUT IS RELYING ON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTOR HAS NOT MADE AND DOES NOT HEREBY MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR CONDITION OF ANY HAZARDOUS MATERIALS, UNDERGROUND STORAGE TANKS, WETLANDS AND/OR ANY OTHER ENVIRONMENTAL MATTERS RELATING TO THE PROPERTY, OR THE MERCHANTABILITY OR FITNESS OF THE PROPERTY FOR ANY PARTICULAR PURPOSE, AND GRANTEE ACKNOWLEDGES THAT GRANTEE HAS ACQUIRED THE PROPERTY AFTER CONDUCTING GRANTEE'S OWN INSPECTIONS OF THE PROPERTY AND WITHOUT RELYING UPON ANY SUCH STATEMENT OR REPRESENTATION MADE BY GRANTOR OR GRANTOR'S EMPLOYEES, AGENTS OR CONTRACTORS. GRANTEE, BY ACCEPTANCE OF THIS DEED (1) ACKNOWLEDGES THAT GRANTEE HAS INSPECTED THE PROPERTY AND HAS SATISFIED GRANTEE AS TO THE CONDITIONS OF SAME AND THAT GRANTEE ACCEPTS SUCH PROPERTY "AS IS" AND "WHERE IS" AND WITH ALL FAULTS, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, WITHOUT IMPLIED WARRANTY AS TO ENVIRONMENTAL MATTERS, HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAVE AND EXCEPT THE LIMITED WARRANTIES OF TITLE CONTAINED HEREIN; (2) WAIVES ANY AND ALL CLAIMS AGAINST GRANTOR UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT WHICH IN ANY WAY RELATE TO THE PROPERTY; AND (3) ASSUMES SOLE LIABILITY AND SOLE RESPONSIBILITY FOR ANY AND ALL PROPERTY CONDITIONS, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, ALL ENVIRONMENTAL CONDITIONS.

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