United Country Real Estate | M. EDWARDS REALTY & AUCTION

PROPERTY INFORMATION PACKET

383.9 +/- ACRE TRACT IN LAMB COUNTY



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TABLE OF CONTENTS

- Cover Letter
- Tract Map
- Property Description
- Online Auction Bidders Agreement w/ Terms and Conditions
- Information About Brokerage Services
- Plat of Survey
- Preliminary Commitment for Title
- FSA Information
- Sample Purchase Contract w/ Required Addendums
- Additional Maps





Sudan, Texas Location
212 Main Street
Sudan, TX 79371
Turkey, Texas Location
104 S. Ninth Street
Turkey, TX 79261

June 23

WELCOME AUCTION BIDDERS!

On behalf of United Country | M. Edwards Realty & Auction, and the Sellers, we would like to welcome you to this online-only 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 97 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 United Country | M. Edwards Realty & Auction, feel free to visit our website at: www.MEdwardsRealty.com.

Thanks again for your attendance,

Monty Edwards
REALTREE Land Pro/Broker/Auctioneer
United Country Real Estate |M. Edwards Realty & Auction
Cell: 806.786.5426
Office: 806.686.6371
monty@medwardsland.com
Innovators in Marketing Lifestyle Real Estate Since 1925

National Marketing, Local Expertise®

383.9 +/- Acres CRP Tract in Lamb County

Lamb County, Texas, 383.9 AC +/-



Boundary

monty@medwardsrealtors.com
P: (806)786-5426 monty@medwardsland.com 212 Main Street, Sudan, TX 79371

The information contained herein was obtained from sources deemed to be reliable.
Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

DESCRIPTION: Good investment opportunity just over 1 mile west of Sudan on FM 298. This large 383.9 +/- acre Conservation Reserve Program Tract has almost 1 mile of paved frontage. With great accessibility this farm boasts mostly Amarillo fine sandy loam which is a soil that is well suited for non-irrigated crops such as cotton, wheat, and milo as well as a variety of native grasses.

LEGAL DESCRIPTION: Labors Twenty-one (21) and Twenty-two (22), League Two Hundred Seventeen (217), Crockett County School Lands, Lamb County, Texas.

Save and Except

2.87 acres out of the Southeast corner of Labor 21being further described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the Southeast corner, same being the Southeast corner of said League 217 and the Northeast corner of League 216;

THENCE N.84°04'04"W. 1005.09 feet along the South line of said League 216 to a point for the West corner;

THENCE along a curve to the left having a Chord Bearing of N.77°16'48"E., a Chord Distance of 925.32 feet and a Radius of 1432.47 feet to a point for a corner;

THENCE N.59°34'31"E. 151.23 feet to a point in the East line of said League 217, for the North corner;

THENCE S.4°57'19"W. 385.64 feet to the POINT OF BEGINNING and containing 2.87 acres of land, more or less.

TOPOGRAPHY: The farm is flat to gently sloping with areas that have a few terraces. The farm in general slopes downward from the SW corner which is at 3840' ASL toward the NE corner that is at 3796' ASL with the slope gradual at first and increasing as you near the NE corner.

IMPROVEMENTS: There is an old homestead on the farm that is not in livable condition, and a Quonset barn at same location. There was at one time a residential well located on property but current condition or viability of the well is unknown.

WATER FEATURES: There are no significant water features on this property.

FENCING: There is no fencing on the property other than some remnants of an old hot wire fencing that was left by a tenant several years ago.

WILDLIFE, HUNTING AND RECREATION: This farm is located in area that has good quail, dove and mule deer hunting.

SOIL: Soils on Farm are predominantly classified as Amarillo fine sandy loam with some Randall Clay in small playa area in SW part of tract.

USDA INFO: The tract is currently enrolled in the USDA Conservation Reserve Program (CRP) with a Contract period of 10-01-2020 thru 09-30-30. The enrolled acres according to contract are 377.39 and the payment/acre is $37.93 for an annual payment amount of 14,314.00.

TAXES: $1658.42 from 2022 w/exemptions

RESERVATIONS: Owner making reservations as described in Addendum to Auction Contract which is available on this site or on requests.

FURTHER REPRESENTATIONS: There were two pits dug by Thomas Brooks several years ago. One was used as an earth tank to water cattle. Not sure of use of other tank, both tanks are still uncovered.

COMMENTS: For more information or to schedule a showing of this property contact Monty Edwards at 806-786-5426.

EXHIBIT B

Bidder # _____

Online Auction Bidders Agreement

THIS IS A LEGALLY BINDING DOCUMENT. IF YOU DO NOT UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN, PLEASE CONSULT AN ATTORNEY PRIOR TO SIGNING.

I _____ (Buyer) agree to immediately enter into a Purchase Contract if I am declared the high bidder (winning bidder) by the auctioneer during the following auction:

Description of Land (Full legal descriptions in Title Company).

Labors Twenty-one (21) and Twenty-two (22), League Two Hundred Seventeen (217), Crockett County School Lands, Lamb County,
Texas.
Save and Except
2.87 acres out of the Southeast corner of Labor 21being further described by metes and bounds as follows:
BEGINNING at a 1/2 inch iron rod found for the Southeast corner, same being the Southeast corner of said League 217 and the Northeast corner of League 216;
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Bidding Open & Close Dates/Times:

- **Online Bidding Opens on June 28th, 2023 at 6:00pm CDT**
- **Online Bidding Closes on July 26th, 2023 at 6:00pm CDT**

By signing below, I agree that I have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

I fully understand and agree that an Online Auction Bidders Agreement MUST be signed and returned to the auction company, prior to being allowed to bid in the Online Auction. As a bidder, it is solely my responsibility to contact the auction company at (806)686-6371 or the Auctioneer directly at (806)786-5426 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

1) **Seller's Confirmation:** The property is being offered in an Online Only Auction, with all bids being subject to approval by Seller.

2) **Auction Bidding Registration:** Online bidder hereby acknowledges that they must be properly registered for the online auction by completing and signing the (Online Auction Bidders Agreement), which will be sent by email via DocuSign. Upon completing this registration form and receiving approval, bidding privileges will be turned on. If you need assistance with registration, you may **contact Monty Edwards at (806)786-5426 or by email at Monty@MEdwardsAuction.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.

3) **Bidding Opens/Closes:** The Online Only Auction (i.e. Internet Auction) bidding shall be opened and begin closing on the dates and times stated above.

4) **Property Preview:** The property can be previewed by contacting the auction company at (806) 686-6371 or the Auctioneer directly at (806) 786-5426. Property previews are encouraged prior to placing a bid in the auction. There may be cattle in the pasture, so please keep all the gates closed while inspecting. Please do not drive in tall grass to avoid fire hazard. Direct all questions to the auction company, see website for preview dates when staff will be onsite.

5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property and financing is NOT a contingency in the purchase agreement.

6) **Buyer's Premium:** A **Five Percent (5%)** Buyer's Premium shall be added to the final bid price placed online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property.

7) **Purchase Contract:** Winning bidder hereby agrees to enter into a Contract to Purchase the property immediately upon being notified of the Seller's acceptance of their winning bid. Upon the close of the auction the winning bidder will be forwarded via email the Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by the Auction Company (**United Country Real Estate - M. Edwards Realty & Auction**) within 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be (hand delivered, faxed, or scanned and emailed). A copy of the Auction Real Estate Sales Contract is available for review online prior to placing any bids in the auction.

8) **Down Payment/Earnest Deposit:** A non-refundable down payment of **Ten Percent (10%)** of the total contract purchase price will be wire transferred or hand delivered in the form of certified funds to the Title Company no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.

9) **Closing:** Closing shall be on or before **August 29th, 2023**. Closing shall take place at **Rowe Abstract and Title Company, 306 Phelps Avenue, Littlefield, TX 79339.** Closing Agent is **Bridgette Thompson** and their phone number is **(806) 385-4220**, email is **titlework@roweabstract.com** **.** Out of state buyers will be afforded the opportunity to close via email, mail and wire transfer of certified funds.

10) **Easements:** The sale of the property is subject to any and all easements filed of record.

11) **Minerals and Other Reservations and/or Special Provisions:** Attached hereto as Exhibit(s) E___are materials specifically referencing reservations or special provisions that will be a part of the purchase contract to be executed in compliance with Section 7 hereof. Buyer acknowledges receipt of such Exhibits and specifically consents to the inclusion of such reservations and special provisions in the aforementioned purchase contract.

12) **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) adjoining tracts and no interior survey is required to separate said tracts, then any additional survey desired by the buyer will be at the buyer's sole discretion and cost.

13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title at closing, subject to the existing agricultural leases, as follows:

14) **Title:** Seller shall provide a Preliminary Title Commitment for the property being sold. Seller shall pay for the issuance of the Title Policy for the property being sold and transferred. Seller shall execute a Special Warranty Deed conveying the property to the buyer(s).

15) **Taxes:** Seller shall pay any previous years taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.

16) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country Real Estate – M. Edwards Realty & Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount, if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to (**pause**) the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

17) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 3 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.

18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

19) **Pre-Auction Offers:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions, and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance.

<<<< SIGNATURE PAGE TO FOLLOW>>>>

Buyer: Printed Name	BUYERS SIGNATURE DATE
Spouse (if any): Printed Name	SPOUSE SIGNATURE DATE
Buyer: Address	
Buyer: City / State / Zip	**(RECEIVED)**
Buyer: Email	Auctioneers Printed Name
Buyer: Phone	Auctioneers Signature Date

TO BE SIGNED ONLINE VIA DOCUSIGN

Addendum to that Certain Farm and Ranch Contract between Sharon Shofner, Billy Shofner, Neoma R. Williams, Robin Brooks, Ronda Gilbreath, Sheila Fediuk, Kyle Therwhanger and Lauren Barber as Seller and _____, as Buyer concerning All of Labors Twenty-one (21) and Twenty-two (22), League 217, Crockett County School Lands, Lamb County, Texas, (the "Contract").

The parties acknowledge that a portion of Property is in the Conservation Reserve Program and that a CRP-1 Conservation Reserve Program Contract ("CRP contract") executed by and between Seller and Commodity Credit Corporation is in force and effect on these acres of the property at the rental rate and for the term of years stated in the CRP contract. Buyer agrees to accept the property at closing subject to the terms and provisions of the CRP contract and the regulations incorporated by the terms of the CRP contract covering these acres, and indemnify Seller against any losses suffered a result of any breach of such contract. Seller and Buyer shall simultaneously with the closing of this contract execute such documents and instruments as are required by the Farm Service Agency for the Commodity Credit Corporation and U. S. Department of Agriculture to either assume the current CRP contract or cancel the current CRP contracts which are now in effect and to cause a reconstituted CRP contract with Buyer named as Landlord to be executed and filed with the Farm Service Agency. Buyer agrees to assume all terms, conditions, and obligations imposed by the reconstituted CRP contract for the remaining term of the CRP contract now in effect. CRP payments for all prior years shall be paid to Seller. CRP Payments shall be prorated between Buyer and Seller for the year of closing. Buyer shall receive all annual rental payments which shall be payable under the reconstituted CRP contract payable in all subsequent years during the remaining term of the CRP contract at the per acre rental rate specified in the assumed CRP contract or the reconstituted CRP contract.

As per Section 11 of the Contract, the deed conveying the property to Buyer shall contain the following reservations as to wind rights and solar energy rights:

Grantor reserves and excepts unto Grantor and Grantor's heirs, successors and assigns forever, all of the interest owned by Grantor as of the date of this conveyance in all of the oil, gas and other minerals in, on, under and that may be produced from the Land by whatever method produced or extracted.

Grantor reserves and excepts from this conveyance for the use and benefit of Grantor, and Grantor's successors and assigns, a perpetual non-executive wind rights royalty in and equal to an undivided fifty percent (50%) of the proceeds or value of any and all royalties, and payments in lieu of royalty, bonuses, development period payments, option fees, operating fees, rents, minimum rents, alternative rents and all other benefits directly or indirectly paid or accrued to Grantee for or in anticipation of or in connection with the generation of electricity from wind power for commercial sale and distribution, in any way associated with the Property, whether by generation on the Property or by pooling of the Property in any agreement resulting in revenue or other monies owed related to wind , including but not limited to any existing wind or easement/lease agreement of record in the county in which the Property is located, as amended and/or assigned, provided that (i) the terms "Grantor" and "Grantee" as used in this deed shall include the respective heirs, successors and assigns of both Grantor and Grantee; (ii) if Grantee should elect to generate electricity from wind power for its own use, and not for sale, then the royalty otherwise payable shall not be paid by Grantee; (iii) any sums payable under this reservation to Grantor shall be payable to or for the benefit of Grantor; (iv) there is excluded from this reservation any sums paid to or received by the Grantee in good faith for crop damages and surface damages including compensation for transmission easements, or other payments for taking or use of the surface of the Property in connection with the generation of electricity by wind power; (v) the Grantor further conveys all executive rights as to any wind power lease which may be granted or created by Grantee covering the Property, or any part thereof, and Grantor shall not be required to join in the execution of any wind power lease which may be granted or created by Grantee covering the Property, or any part thereof.

SAMPLE

Grantor reserves and excepts from this conveyance for the use and benefit of Grantor, and Grantor's successors and assigns, a perpetual non-executive solar rights royalty in and equal to an undivided ten percent (10%) of the proceeds or value of any and all royalties, and payments in lieu of royalty, bonuses, development period payments, option fees, operating fees, rents, minimum rents, alternative rents and all other benefits directly or indirectly paid or accrued to Grantee for or in anticipation of or in connection with the generation of electricity from solar power for commercial sale and distribution, in any way associated with the Property, whether by generation on the Property or by pooling of the Property in any agreement resulting in revenue or other monies owed related to solar , including but not limited to any existing solar or easement/lease agreement of record in the county in which the Property is located, as amended and/or assigned, provided that (i) the terms "Grantor" and "Grantee" as used in this deed shall include the respective heirs, successors and assigns of both Grantor and Grantee; (ii) if Grantee should elect to generate electricity from solar power or its own use, and not for sale, then the royalty otherwise payable shall not be paid by Grantee; (iii) any sums payable under this reservation to Grantor shall be payable to or for the benefit of Grantor; (iv) there is excluded from this reservation any sums paid to or received by the Grantee in good faith for crop damages and surface damages including compensation for transmission easements, or other payments for taking or use of the surface of the Property in connection with the generation of electricity by solar power; (v) the Grantor further conveys all executive rights as to any solar power lease which may be granted or created by Grantee covering the Property, or any part thereof, and Grantor shall not be required to join in the execution of any solar power lease which may be granted or created by Grantee covering the Property, or any part thereof.

Dated this ___ day of July, 2023.

_____
Sharon Shofner

_____
Billy Shofner

_____
Neoma R. Williams

_____
Robin Brooks

_____
Ronda Gilbreath

_____
Sheila Fediuk

SAMPLE

_____
Kyle Therwhanger

_____
Lauren Barber

_____
_____, Buyer

_____
_____, Buyer

SAMPLE

EQUAL HOUSING OPPORTUNITY

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.

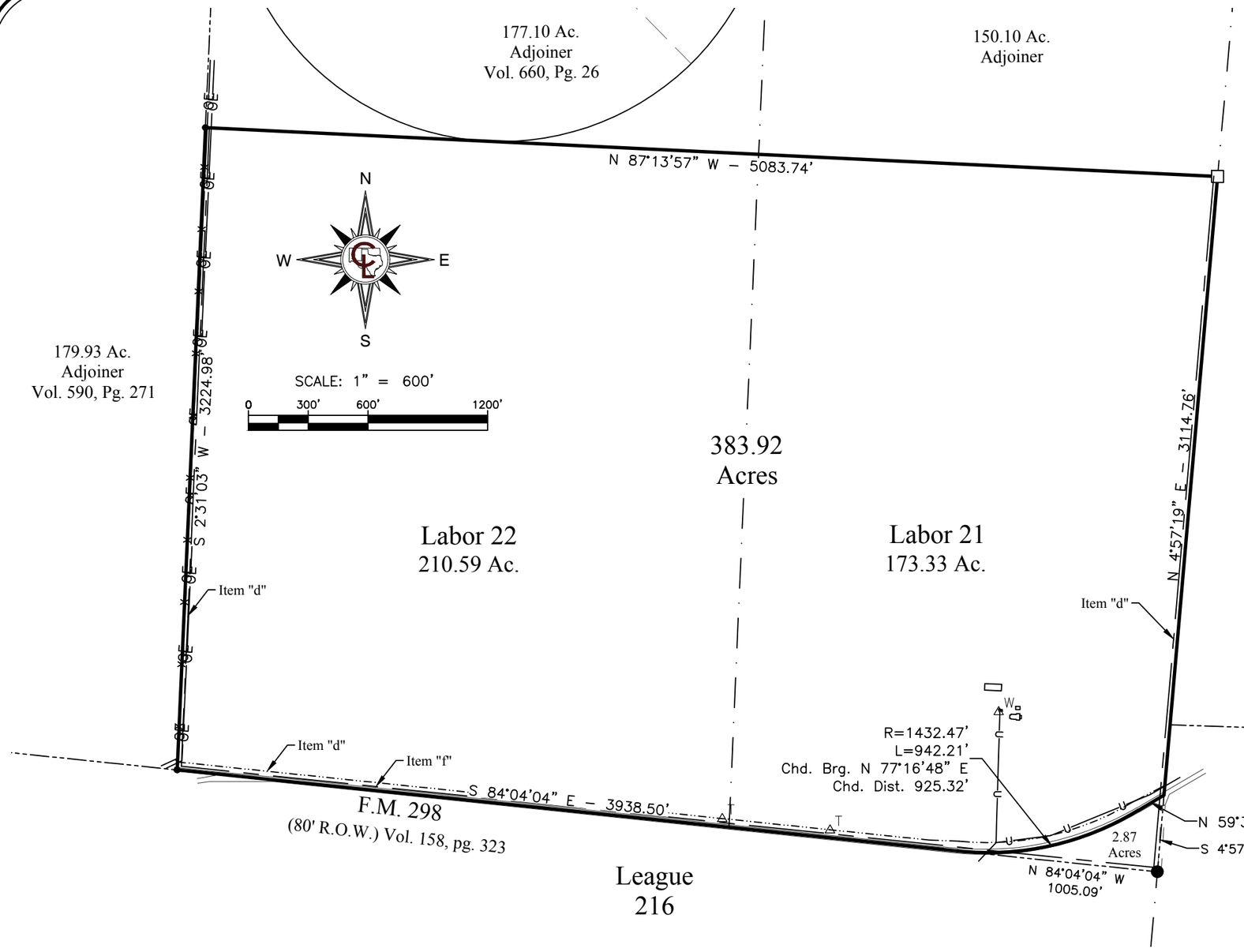
TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- 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.

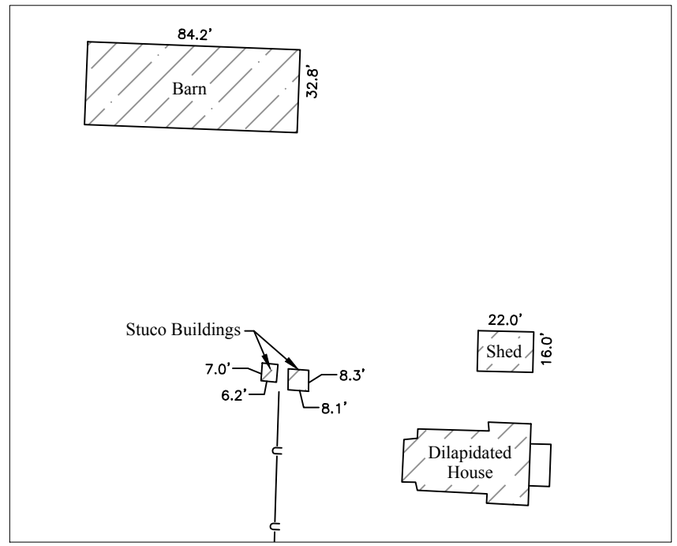
LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

UCRE- M. Edwards Realty & Auction	**9002391**	**monty@medwardsland.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 _____



Detail A: Scale: 1" = 60'



LEGEND

- □ – Set 1/2" With Cap – "C.E.C. 10194378"
- ● – Found 1/2" Iron Rod
- • – Found 3/8" Iron Rod
- △W – Utility Water
- △T – Utility Telephone
- ——— – Property Line
- —— · —— – Lot Line
- ——·—·—— – Section Line
- ——|——|—— – Easement Line
- ——·——·—— – R.O.W. Line
- ——x——x—— – Fence Line
- ——U——U—— – Overhead Electrical/Utility
- ▨ – Building/Structure

Bearings Based on GPS Observations; Texas State Plane Coordinate System, North Central Zone, NAD 83 Datum

Certificate

I do here by certify to **Rowe Abstract Co.** that this plat is true and correct to the best of my knowledge, information and belief and in my professional opinion; that it was prepared from a survey made on the ground under my supervision on this the **22nd day of June, 2023**; that no visible above ground encroachments exist other than shown.

Justin W. Cantwell, RPLS 6331

STATE OF TEXAS
REGISTERED
JUSTIN CANTWELL
6331
PROFESSIONAL
LAND SURVEYOR

Notes:

d. Reservation of 20 feet off the entire South, East and West sides for road purposes as shown in instrument dated March 1, 1926, from Dallas Trust & Savings Bank to P.H. Barnes, and recorded in Volume 25, Page 406, Deed Records of Lamb County, Texas. **AFFECTS BLANKET**

f. Right of Way Easement being a strip of land forty (40) feet wide off the South side of Labor 22 containing 2.56 acres total and a strip of land out of the South side of Labor 21 containing 3.11 acres for the purpose of opening, construction and maintaining a permanent highway as shown in instrument dated January 18, 1954, from Paul S. Chisolm, et ux to the State of Texas, and recorded in Volume 158, Page 323, Deed Records of Lamb County, Texas. **AFFECTS AS SHOWN**

g. Easement of Right-of-Way for a communication line as shown in instrument dated April 16, 1959, from Paul S. Chisolm, et ux to General Telephone Company of the Southwest, and recorded in Volume 205, Page 482, Deed Records of Lamb County, Texas; and subsequently assigned to West Plains Telecommunications, Inc. by instrument and recorded in Volume 462, Page 306, Deed Records of Lamb County, Texas. **AFFECTS AS SHOWN**

PLAT OF SURVEY

Rowe Abstract
GF: 23566
Labor 21 & 22, League 127
Lamb County, Texas

CENTERLINE ENGINEERING & CONSULTING, LLC.
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8686
TBPE Reg. No. F-16713, TBPLS Reg. No. 10194378
OKLAHOMA CA NO. 8646

23-06-1689 – LS

CENTERLINE ENGINEERING & CONSULTING, LLC.
8312 Upland Avenue, Lubbock, Texas 79424
(806) 470-8686
TBPE Reg. No. F-16713
TBPLS Reg. No. 10194378

LAMB COUNTY, TEXAS

Labors Twenty-one (21) and Twenty-two (22), League Two Hundred Seventeen (217), Crockett County School Lands, Lamb County, Texas.

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THENCE S.4°57'19"W. 385.64 feet to the POINT OF BEGINNING and containing 2.87 acres of land, more or less.

Certificate

I do here by certify to **Rowe Abstract Co.** that this plat is true and correct to the best of my knowledge, information and belief and in my professional opinion; that it was prepared from a survey made on the ground under my supervision on this the **22nd day of June, 2023**; that no visible above ground encroachments exist other than shown.

Justin W. Cantwell, RPLS 6331



THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

stewart

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In witness whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Countersigned by:

Authorized Countersignature

Rowe Abstract and Title Company
306 Phelps Avenue
Littlefield, TX 79339

STEWART TITLE GUARANTY COMPANY INCORPORATED 1908 TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent,
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

STEWART TITLE GUARANTY COMPANY

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

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

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

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

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

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

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

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

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

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

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

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No. 23566	Effective Date: June 15, 2023 at 8:00 AM
	Issued June 22, 2023 at 4:21 PM

1. The policy or policies to be issued are:

   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount: T.B.D.
   PROPOSED INSURED: T.B.D.

   (b) TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   --ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount: $
   PROPOSED INSURED:

   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   (f) OTHER -
   Policy Amount: $
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   Fee Simple

3. Record title to the land on the Effective Date appears to be vested in:

   Labor 21:
   Sheila Ann Fediok, Ronda Gay Gilbreath, Robin Lea Brooks, Lauren Elaine Barber and Kyle Brett Therwhanger (1/3)
   Neoma Ruth Brooks Williams (1/3)
   Sharon Lometa Brooks Shofner (1/3)

   Labor 22:
   Sharon Brooks Shofner and husband, Billy Shofner (W/160 acres)

   Remainder Acres:
   Sheila Ann Fediok, Ronda Gay Gilbreath, Robin Lea Brooks, Lauren Elaine Barber and Kyle Brett Therwhanger (1/3)
   Neoma Ruth Brooks Williams (1/3)
   Sharon Lometa Brooks Shofner (1/3)

4. Legal description of the land:

   SEE EXHIBIT "A" ATTACHED HERETO

EXHIBIT "A"
LEGAL DESCRIPTION

Labors Twenty-one (21) and Twenty-two (22), League Two Hundred Seventeen (217), Crockett County School Lands, Lamb County, Texas **SAVE AND EXCEPT** 2.87 acres out of the Southeast corner of Labor 21 being further described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the Southeast corner, same being the Southeast corner of said League 217 and the Northeast corner of League 216;

THENCE N.84°04'04"W. 1005.09 feet along the South line of said League 216 to a point for the West corner;

THENCE along a curve to the left having a Chord Bearing of N.77°16'48"E., a Chord Distance of 925.32 feet and a Radius of 1432.47 feet to a point for a corner;

THENCE N.59°34'31"E. 151.23 feet to a point in the East line of said League 217, for the North corner;

THENCE S.4°57'19"W. 385.64 feet to the POINT OF BEGINNING and containing 2.87 acres of land, more or less.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. ~~The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):~~

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or land comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a. Rights of parties in possession. **(Owner Title Policy only)**

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

b. Any visible and apparent roadway or easement over or across the property, the existence of which does not appear of record.

c. All rules and regulations as promulgated by the High Plains Underground Water Conservation District No. 1.

d. Reservation of 20 feet off the entire South, East and West sides for road purposes as shown in instrument dated March 1, 1926, from Dallas Trust & Savings Bank to P.H. Barnes, and recorded in Volume 25, Page 406, Deed Records of Lamb County, Texas.

e. Reservation of an undivided non-participating one-half of one-eighth royalty as shown in instrument dated January 5, 1951, from Tom Kent and wife, Clara Mae Kent to Paul S. Chisolm and Mildred E. Chisolm, and recorded in Volume 134, Page 494, Deed Records of Lamb County, Texas. TITLE to said interest not checked subsequent to date of aforesaid instrument.

f. Right of Way Easement being a strip of land forty (40) feet wide off the South side of Labor 22 containing 2.56 acres total and a strip of land out of the South side of Labor 21 containing 3.11 acres for the purpose of opening, construction and maintaining a permanent highway as shown in instrument dated January 18, 1954, from Paul S. Chisolm, et ux to the State of Texas, and recorded in Volume 158, Page 323, Deed Records of Lamb County, Texas.

g. Easement of Right-of-Way for a communication line as shown in instrument dated April 16, 1959, from Paul S. Chisolm, et ux to General Telephone Company of the Southwest, and recorded in Volume 205, Page 482, Deed Records of Lamb County, Texas; and subsequently assigned to West Plains Telecommunications, Inc. by instrument and recorded in Volume 462, Page 306, Deed Records of Lamb County, Texas.

h. Conveyance of an undivided one eighth (1/8) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined as shown in instrument dated January 15, 1965, from Mildred Chisolm, et vir to Mayble C. Haragen, and recorded in Volume 253, Page 263, Deed Records of Lamb County, Texas. TITLE to said interest not checked subsequent to date of aforesaid instrument.

i. Conveyance of an undivided one eighth (1/8) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined as shown in instrument executed February 20, 1986, from James Michael Humphreys, et ux to Sandra Baker and recorded in Volume 253, Page 263, Deed Records of Lamb County, Texas. TITLE to said interest not checked subsequent to date of aforesaid instrument.

j. Conveyance of an undivided one eighth (1/8) interest in and to all of the oil royalty, gas royalty, and royalty in casinghead gas, gasoline, and royalty in other minerals in and under, and that may be produced and mined as shown in instrument executed December 6, 1985, from Tina Norton Humphreys to Kristan Danee Humphreys and recorded in Volume 588, Page 174, Deed Records of Lamb County, Texas. TITLE to said interest not checked subsequent to date of aforesaid instrument.

k. All easements and right-of-ways shown in Survey dated June 22, 2023, by Justin W. Cantwell, Registered Professional Land Surveyor #6331.

l. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all right, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   b. all standby fees, taxes, assessments and charges against the property have been paid,

   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,

   d. there is legal right of access to and from the land,

   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. Our examination does not cover any financing statements filed in the Office of the Secretary of State of the State of Texas, nor any examination of bankruptcy proceedings in the United States Bankruptcy Court.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 23566

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022:**

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:
Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to Rowe Abstract and Title Company (Title Insurance Agent), the following disclosures are made:

B-1: Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows:

Bridgette Thompson

B-2: Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of any entity that has, owns, or controls one percent (1%) or more of Title Insurance Agent are as follows:

B-3: If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Bridgette Thompson

B-4: If Title Insurance Agent is a corporation, the following is a list of its officers:

Bridgette Thompson

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

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

Owner's Policy	
Loan Policy	
Endorsement Charges	$0.00
Other	
Total	**$0.00**

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

Amount			To Whom	For Services
	(or %)			
	(or %)			
	(or %)			

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

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

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

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

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

The arbitration provision in the Policy is as follows:

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

_____ _____

SIGNATURE DATE

STEWART TITLE GUARANTY COMPANY
PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice ("Notice") explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, "Stewart") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, social security number, driver's license number, passport number, or other similar identifiers;

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker;
3. Information about your transactions with Stewart, our affiliates, or others; and
4. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
j. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
k. Auditing for compliance with federal and state laws, rules and regulations.
l. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments.
m. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

a. Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
c. Stewart's affiliated and subsidiary companies.
d. Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
e. Parties involved in litigation and attorneys, as required by law.
f. Financial rating organizations, rating bureaus and trade associations.
g. Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical and administrative safeguards and policies to protect your personal information.

Contact Information

If you have questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under law, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: January 1, 2023

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020, effective January 1, 2023 ("CPRA"), Stewart Information Services Corporation and its subsidiary companies (collectively, "Stewart") are providing this **Privacy Notice at Collection for California Residents** ("CCPA & CPRA Notice"). This CCPA & CPRA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
A. Identifiers	A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES

G. Geolocation data.	Physical location or movements.	YES
H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third-parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender). Stewart may disclose your personal information to a third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information for a business purpose:

Category A:	Identifiers
Category B:	California Customer Records personal information categories
Category C:	Protected classification characteristics under California or federal law
Category D:	Commercial Information
Category E:	Biometric Information
Category F:	Internet or other similar network activity
Category G:	Geolocation data
Category H:	Sensory data
Category I:	Professional or employment-related information
Category J:	Non-public education information
Category K:	Inferences

Your Consumer Rights and Choices Under CPPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

Deletion Request Rights

You have the right to request that Stewart delete any of your personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.

4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*)
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting http://stewart.com/ccpa.

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA and CPRA rights. Unless permitted by the CCPA or CPRA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements

Changes to This CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at https://www.stewart.com/en/privacy.html.

Contact Information

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please do not hesitate to contact us at:

Phone:	Toll Free at 1-866-571-9270
Website:	http://stewart.com/ccpa
Email:	Privacyrequest@stewart.com
Postal Address:	Stewart Information Services Corporation Attn: Mary Thomas, Chief Compliance and Regulatory Officer 1360 Post Oak Blvd., Ste. 100, MC #14-1 Houston, TX 77056

STG Privacy Notice 2 (Rev 01/26/09) Independent Agencies and Unaffiliated Escrow Agents

WHAT DO/DOES THE Rowe Abstract and Title Company DO
WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Rowe Abstract and Title Company, and its affiliates (" N/A "), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Rowe Abstract and Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For non-affiliates to market to you. Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

Sharing practices	
How often do/does Rowe Abstract and Title Company notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do/does Rowe Abstract and Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do/does Rowe Abstract and Title Company collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Rowe Abstract and Title Company, 306 Phelps Avenue, Littlefield, TX 79339

CRP-1 (07-06-20)	U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation	1. ST. & CO. CODE & ADMIN. LOCATION	2. SIGN-UP NUMBER
	CONSERVATION RESERVE PROGRAM CONTRACT	48 279	54
		3. CONTRACT NUMBER [redacted] 11426	4. ACRES FOR ENROLLMENT 377.39

5A. COUNTY FSA OFFICE ADDRESS *(Include Zip Code)*	6. TRACT NUMBER	7. CONTRACT PERIOD	
LAMB COUNTY FARM SERVICE AGENCY 2431 S FARWELL AVE LITTLEFIELD, TX 79339-5623	204 FSN 774	FROM: (MM-DD-YYYY) 10-01-2020	TO: (MM-DD-YYYY) 09-30-2030
	8. SIGNUP TYPE:		
5B. COUNTY FSA OFFICE PHONE NUMBER *(Include Area Code)*: (806)385-4475 x2	General		

THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant".) The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges receipt of a copy of the Appendix/Appendices for the applicable contract period. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PARTICIPANTS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; and, CRP-2, CRP-2C, CRP-2G, or CRP-2C30, as applicable.

9A. Rental Rate Per Acre	$ 37.93
9B. Annual Contract Payment	$ 14,314.00
9C. First Year Payment	$
(Item 9C is applicable only when the first year payment is prorated.)	

10. Identification of CRP Land *(See Page 2 for additional space)*

A. Tract No.	B. Field No.	C. Practice No.	D. Acres	E. Total Estimated Cost-Share
204	0001	CP1	377.39	$ 49,061.0

11. PARTICIPANTS *(If more than three individuals are signing, see Page 3.)*

A(1) PARTICIPANT'S NAME AND ADDRESS *(Include Zip Code)*	(2) SHARE	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE *(MM-DD-YYYY)*
[redacted]				09/09/2020
[redacted]			(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE *(MM-DD-YYYY)* 9/09/2020
[redacted]			(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE *(MM-DD-YYYY)* 9/13/2020

12. CCC USE ONLY	A. SIGNATURE OF CCC REPRESENTATIVE	B. DATE *(MM-DD-YYYY)*
	[signature]	9/22/20

NOTE: *The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), the Agricultural Act of 2014 (16 U.S.C. 3831 et seq), the Agricultural Improvement Act of 2018 (Pub. L. 115-334) and 7 CFR Part 1410. The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program.*

Paperwork Reduction Act (PRA) Statement: *The information collection is exempted from PRA as specified in 16 U.S.C. 3846(b)(1). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided.* ***RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.***

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

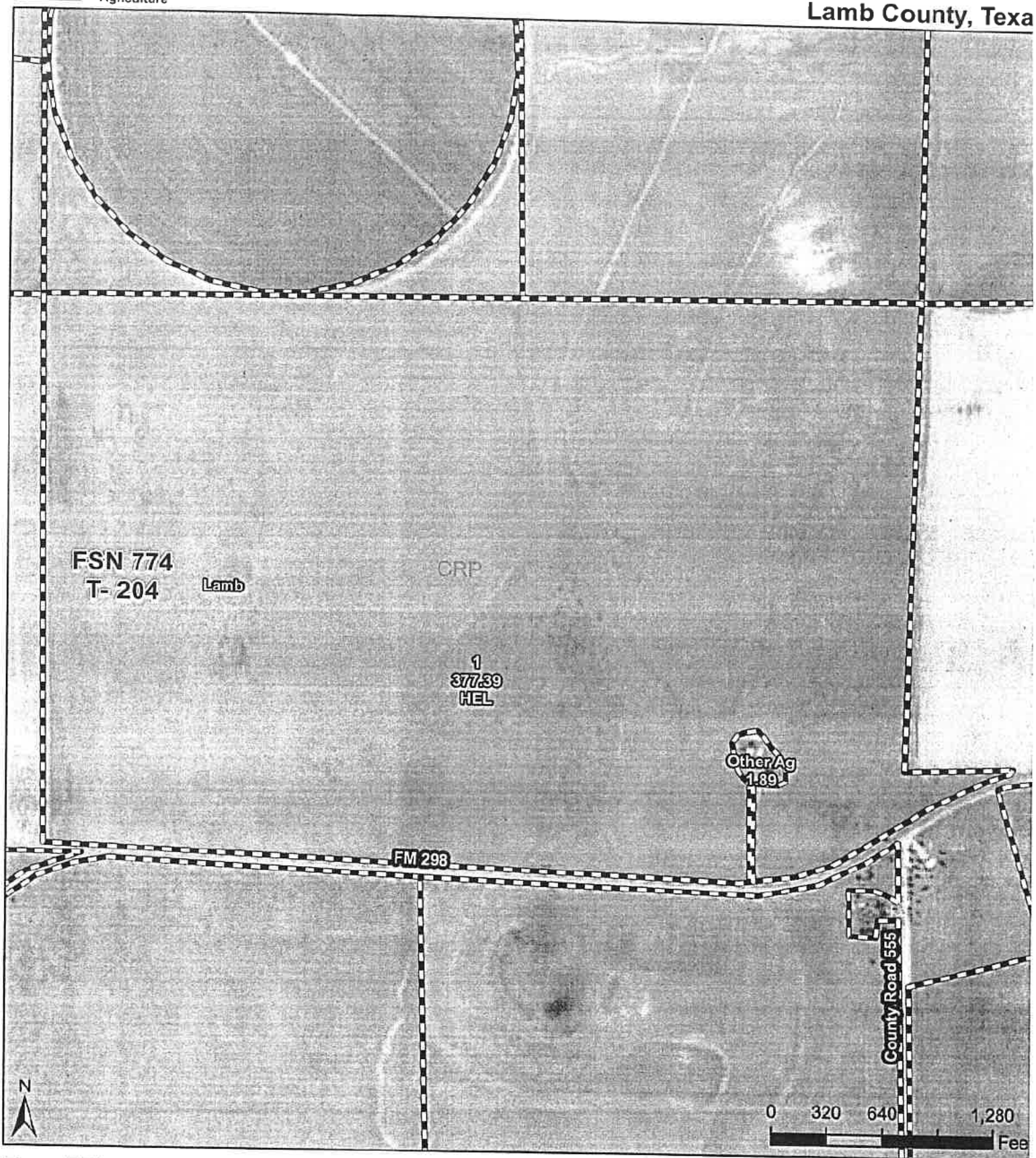
COPY

11. PARTICIPANTS (CONTINUED FROM PAGE 1)

[redacted]	(2) SHARE [redacted]	(3) SIGNATURE (By) [redacted]	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY) 09/10/2020
			(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY) 08-26-2020
			(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY) 9-11-2020
			(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY) 9-10-2020
			(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY) 09-11-2020
I(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
J(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
K(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
L(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
M(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
N(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)
O(1) PARTICIPANT'S NAME AND ADDRESS (Include Zip Code)	(2) SHARE %	(3) SIGNATURE (By)	(4) TITLE/RELATIONSHIP OF THE INDIVIDUAL SIGNING IN THE REPRESENTATIVE CAPACITY	(5) DATE (MM-DD-YYYY)

USDA United States Department of Agriculture

Lamb County, Texa



Farm: 774
Tract: 204

Wetland Determination Identifiers
- Restricted Use
- Limited Restrictions
- Exempt from Conservation Compliance Provisions

2020 Program Yea

Map Created October 10, 201

Image Acquisition Year - 201

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' an assumes all risks associated with its use. The USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FS Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact

TEXAS
LAMB
Form: FSA-156EZ
See Page 2 for non-discriminatory Statements.

United States Department of Agriculture
Farm Service Agency

Abbreviated 156 Farm Record

FARM : 774
Prepared : 3/6/23 9:34 AM CST
Crop Year : 2023

Operator Name : [redacted]
CRP Contract Number(s) : 11426
Recon ID : None
Transferred From : None
ARCPLC G/I/F Eligibility : Eligible

Farm Land Data

Farmland	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane	Farm Status	Number Of Tracts
379.28	377.39	377.39	0.00	0.00	0.00	0.00	0.0	Active	1

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag.Rel. Activity	SOD
0.00	0.00	0.00	0.00	377.39	0.00	0.00	0.00

Crop Election Choice

ARC Individual	ARC County	Price Loss Coverage
None	None	None

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield	HIP
Seed Cotton	0.00	250.50	0	

NOTES

Tract Number : 204

Description : B9 LABORS 22 & 21 LEAGUE 217; CROCKETT CSL
FSA Physical Location : TEXAS/LAMB
ANSI Physical Location : TEXAS/LAMB
BIA Unit Range Number :
HEL Status : HEL field on tract.Conservation system being actively applied
Wetland Status : Tract does not contain a wetland
WL Violations : None
Owners : [redacted]
Other Producers : None
Recon ID : None

Tract Land Data

Farm Land	Cropland	DCP Cropland	WBP	EWP	WRP	GRP	Sugarcane
379.28	377.39	377.39	0.00	0.00	0.00	0.00	0.0

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	CRP	MPL	DCP Ag. Rel Activity	SOD
0.00	0.00	0.00	0.00	377.39	0.00	0.00	0.00

Tract 204 Continued ...

DCP Crop Data

Crop Name	Base Acres	CCC-505 CRP Reduction Acres	PLC Yield
Seed Cotton	0.00	250.50	0
TOTAL	**0.00**	**250.50**	

NOTES

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) e-mail: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Real Estate Auction Sales Contract

This Agreement is entered into this day, July 26th, 2023 (the "Effective Date") by and between **Billy Shofner and Sharon Shofner (AMC)**, whose address is **1417 CR 30, Lamesa, TX 79331**, **Neoma R. Williams**, whose address is **PO Box 350, Hart, TX 79043**, **Robin Brooks**, whose address is **PO Box 454, Eagle Nest, NM 87718**, **Ronda Gilbreath,** whose address is **PO Box 269, Eagle Nest, NM 87718**, **Sheila Fediuk**, whose address is **PO Box 445, Eagle Nest, NM 87718**, **Kyle Therwhanger**, whose address is **711 Hickory Street, Idalou, TX 79329**, **Lauren Barber**, whose address is **9714 N. CR 3200, Idalou, TX 79329**, individually & collectively, (herein known as the "Seller") 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 **August 29, 2023**, (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.

SAMPLE

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.

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 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

SAMPLE

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

SAMPLE

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).

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.

SAMPLE

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 E. Edwards Broker (TX#515752) and Monty E. Edwards (TX#18341) are the Broker and Auctioneer of Record and United Country M. Edwards Realty & Auction 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.

SAMPLE

<<< SIGNATURE PAGES FOLLOW >>>

IN WITNESS WHEREOF, the parties hereto have duly executed this Contract, as of the day and year first above written.

SELLER:

Name: Billy and Sharon Shofner (AMC)

Address: 1417 CR 30

City/St/Zip: Lamesa, TX 79331

Email: billy_sharon_1976@yahoo.com

Phone: _____

Signature(s): _____

SELLER:

Name: Sheila Fediuk

Address: PO Box 445

City/St/Zip: Eagle Nest, NM 87718

Email: _____

Phone: _____

Signature: _____

SELLER:

Name: Neoma R. Williams

Address: PO Box 350

City/St/Zip: Hart, TX 79043

Email: _____

Phone: _____

Signature: _____

SELLER:

Name: Kyle Therwhanger

Address: 711 Hickory Street

City/St/Zip: Idalou, TX 79329

Email: _____

Phone: _____

Signature: _____

SELLER:

Name: Robin Brooks

Address: PO Box 454

City/St/Zip: Eagle Nest, NM 87718

Email: _____

Phone: _____

Signature: _____

SELLER:

Name: Lauren Barber

Address: 9714 N. CR 3200

City/St/Zip: Idalou, TX 79329

Email: _____

Phone: _____

Signature: _____

SELLER:

Name: Ronda Gilbreath

Address: PO Box 269

City/St/Zip: Eagle Nest, NM 87718

Email: _____

Phone: _____

Signature: _____

SAMPLE

BUYER:

Name: _____

Address: _____

City/St/Zip: _____

Email: _____

Phone: _____

Signature: _____

BUYER:

Name: _____

Address: _____

City/St/Zip: _____

Email: _____

Phone: _____

Signature: _____

SAMPLE

EXHIBIT A
AUCTION PARCEL LIST & MAP

AUCTION PARCEL #	DESCRIPTION	PURCHASE (YES)	SIGNATURE
#1	**IDENTIFIED AS PARCEL #1 ON AUCTION PARCEL MAP – 383.9 +/- ACRES:** **AUCTION PARCEL 1:** Labors Twenty-one (21) and Twenty-two (22), League Two Hundred Seventeen (217), Crockett County School Lands, Lamb County, Texas. Save and Except 2.87 acres out of the Southeast corner of Labor 21being further described by metes and bounds as follows: BEGINNING at a 1/2 inch iron rod found for the Southeast corner, same being the Southeast corner of said League 217 and the Northeast corner of League 216; THENCE N.84°04'04"W. 1005.09 feet along the South line of said League 216 to a point for the West corner; THENCE along a curve to the left having a Chord Bearing of N.77°16'48"E., a Chord Distance of 925.32 feet and a Radius of 1432.47 feet to a point for a corner; THENCE N.59°34'31"E. 151.23 feet to a point in the East line of said League 217, for the North corner; THENCE S.4°57'19"W. 385.64 feet to the POINT OF BEGINNING and containing 2.87 acres of land, more or less. **DISCLOSURE:** There were two pits dug by Thomas Brooks several years ago. One was used as an earth tank to water cattle. Not sure of use of other tank, both tanks are still uncovered.		

SAMPLE

Addendum to that Certain Farm and Ranch Contract between Sharon Shofner, Billy Shofner, Neoma R. Williams, Robin Brooks, Ronda Gilbreath, Sheila Fediuk, Kyle Therwhanger and Lauren Barber as Seller and _____, as Buyer concerning All of Labors Twenty-one (21) and Twenty-two (22), League 217, Crockett County School Lands, Lamb County, Texas, (the "Contract").

The parties acknowledge that a portion of Property is in the Conservation Reserve Program and that a CRP-1 Conservation Reserve Program Contract ("CRP contract") executed by and between Seller and Commodity Credit Corporation is in force and effect on these acres of the property at the rental rate and for the term of years stated in the CRP contract. Buyer agrees to accept the property at closing subject to the terms and provisions of the CRP contract and the regulations incorporated by the terms of the CRP contract covering these acres, and indemnify Seller against any losses suffered a result of any breach of such contract. Seller and Buyer shall simultaneously with the closing of this contract execute such documents and instruments as are required by the Farm Service Agency for the Commodity Credit Corporation and U. S. Department of Agriculture to either assume the current CRP contract or cancel the current CRP contracts which are now in effect and to cause a reconstituted CRP contract with Buyer named as Landlord to be executed and filed with the Farm Service Agency. Buyer agrees to assume all terms, conditions, and obligations imposed by the reconstituted CRP contract for the remaining term of the CRP contract now in effect. CRP payments for all prior years shall be paid to Seller. CRP Payments shall be prorated between Buyer and Seller for the year of closing. Buyer shall receive all annual rental payments which shall be payable under the reconstituted CRP contract payable in all subsequent years during the remaining term of the CRP contract at the per acre rental rate specified in the assumed CRP contract or the reconstituted CRP contract.

As per Section 11 of the Contract, the deed conveying the property to Buyer shall contain the following reservations as to wind rights and solar energy rights:

Grantor reserves and excepts unto Grantor and Grantor's heirs, successors and assigns forever, all of the interest owned by Grantor as of the date of this conveyance in all of the oil, gas and other minerals in, on, under and that may be produced from the Land by whatever method produced or extracted.

Grantor reserves and excepts from this conveyance for the use and benefit of Grantor, and Grantor's successors and assigns, a perpetual non-executive wind rights royalty in and equal to an undivided fifty percent (50%) of the proceeds or value of any and all royalties, and payments in lieu of royalty, bonuses, development period payments, option fees, operating fees, rents, minimum rents, alternative rents and all other benefits directly or indirectly paid or accrued to Grantee for or in anticipation of or in connection with the generation of electricity from wind power for commercial sale and distribution, in any way associated with the Property, whether by generation on the Property or by pooling of the Property in any agreement resulting in revenue or other monies owed related to wind , including but not limited to any existing wind or easement/lease agreement of record in the county in which the Property is located, as amended and/or assigned, provided that (i) the terms "Grantor" and "Grantee" as used in this deed shall include the respective heirs, successors and assigns of both Grantor and Grantee; (ii) if Grantee should elect to generate electricity from wind power for its own use, and not for sale, then the royalty otherwise payable shall not be paid by Grantee; (iii) any sums payable under this reservation to Grantor shall be payable to or for the benefit of Grantor; (iv) there is excluded from this reservation any sums paid to or received by the Grantee in good faith for crop damages and surface damages including compensation for transmission easements, or other payments for taking or use of the surface of the Property in connection with the generation of electricity by wind power; (v) the Grantor further conveys all executive rights as to any wind power lease which may be granted or created by Grantee covering the Property, or any part thereof, and Grantor shall not be required to join in the execution of any wind power lease which may be granted or created by Grantee covering the Property, or any part thereof.

SAMPLE

Grantor reserves and excepts from this conveyance for the use and benefit of Grantor, and Grantor's successors and assigns, a perpetual non-executive solar rights royalty in and equal to an undivided ten percent (10%) of the proceeds or value of any and all royalties, and payments in lieu of royalty, bonuses, development period payments, option fees, operating fees, rents, minimum rents, alternative rents and all other benefits directly or indirectly paid or accrued to Grantee for or in anticipation of or in connection with the generation of electricity from solar power for commercial sale and distribution, in any way associated with the Property, whether by generation on the Property or by pooling of the Property in any agreement resulting in revenue or other monies owed related to solar , including but not limited to any existing solar or easement/lease agreement of record in the county in which the Property is located, as amended and/or assigned, provided that (i) the terms "Grantor" and "Grantee" as used in this deed shall include the respective heirs, successors and assigns of both Grantor and Grantee; (ii) if Grantee should elect to generate electricity from solar power or its own use, and not for sale, then the royalty otherwise payable shall not be paid by Grantee; (iii) any sums payable under this reservation to Grantor shall be payable to or for the benefit of Grantor; (iv) there is excluded from this reservation any sums paid to or received by the Grantee in good faith for crop damages and surface damages including compensation for transmission easements, or other payments for taking or use of the surface of the Property in connection with the generation of electricity by solar power; (v) the Grantor further conveys all executive rights as to any solar power lease which may be granted or created by Grantee covering the Property, or any part thereof, and Grantor shall not be required to join in the execution of any solar power lease which may be granted or created by Grantee covering the Property, or any part thereof.

Dated this ___ day of July, 2023.

_____
Sharon Shofner

_____
Billy Shofner

_____
Neoma R. Williams

_____
Robin Brooks

_____
Ronda Gilbreath

_____
Sheila Fediuk

SAMPLE

_____
Kyle Therwhanger

_____
Lauren Barber

_____
_____, Buyer

_____
_____, Buyer

SAMPLE

383.9 +/- Acres CRP Tract in Lamb County

Lamb County, Texas, 383.9 AC +/-



Boundary

monty@medwardsrealtors.com

P: (806)786-5426 monty@medwardsland.com 212 Main Street, Sudan, TX 79371

The information contained herein was obtained from sources deemed to be reliable.
Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.

| Boundary 382.94 ac

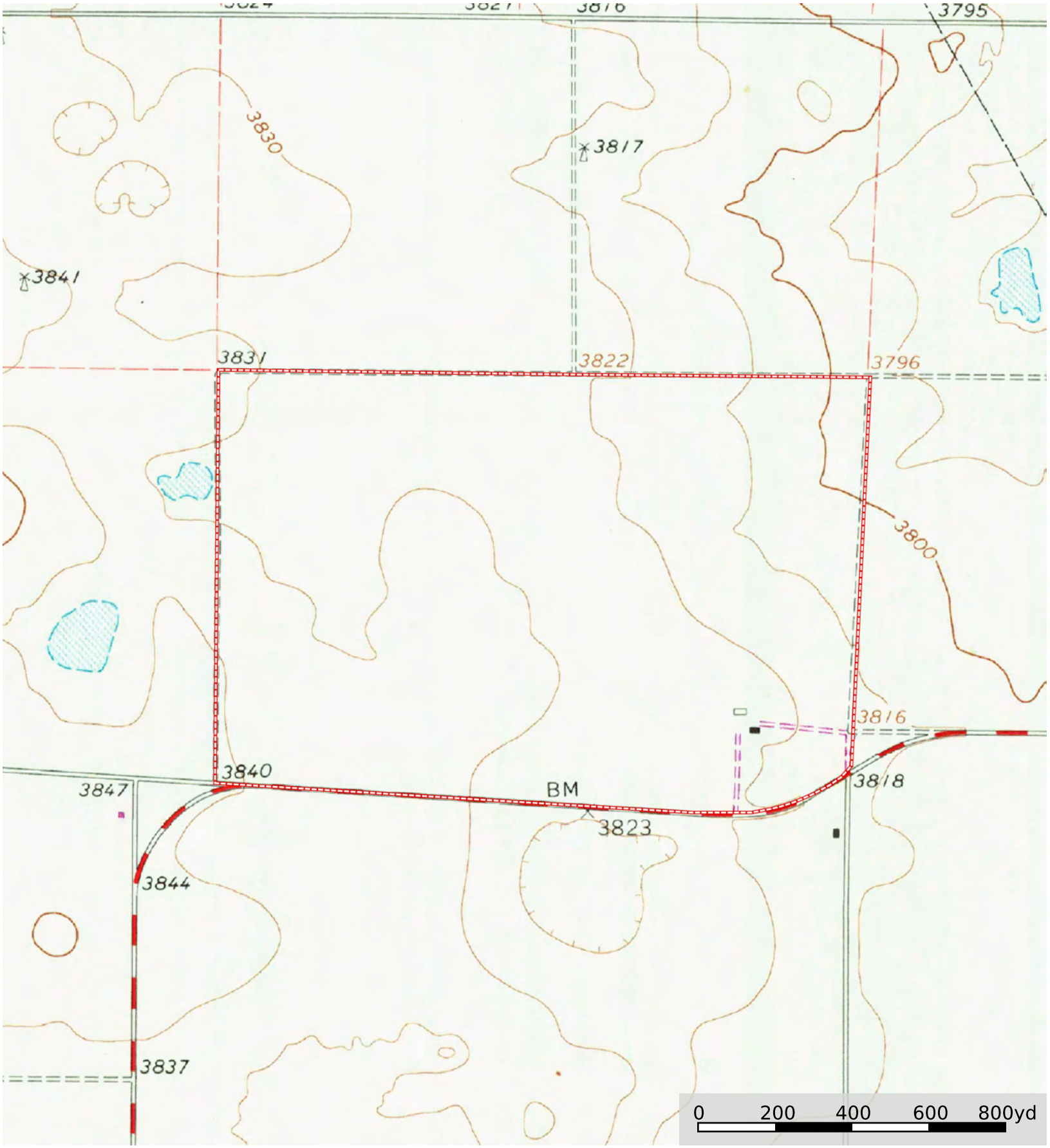
SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
AfA	Amarillo fine sandy loam, 0 to 1 percent slopes	272.55	71.17	0	46	3e
AfB	Amarillo fine sandy loam, 1 to 3 percent slopes	108.85	28.42	0	46	3e
Ra	Randall clay, 0 to 1 percent slopes, occasionally ponded	1.54	0.4	0	17	6w
TOTALS		382.94(*)	100%	-	45.88	3.01

(*) Total acres may differ in the second decimal compared to the sum of each acreage soil. This is due to a round error because we only show the acres of each soil with two decimal.



383.9 +/- Acres CRP Tract in Lamb County

Lamb County, Texas, 383.9 AC +/-



Boundary

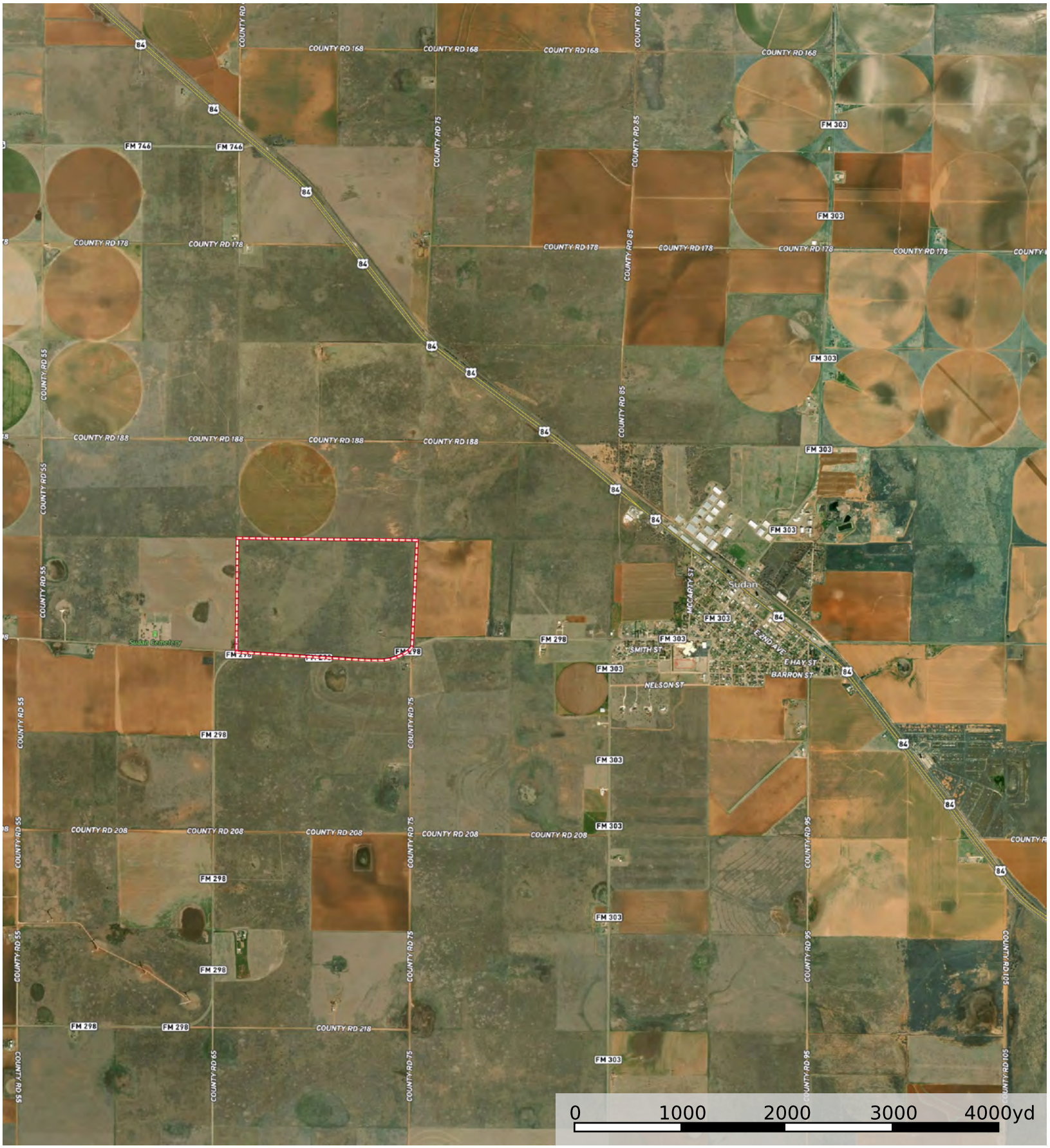
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383.9 +/- Acres CRP Tract in Lamb County

Lamb County, Texas, 383.9 AC +/-



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