

**EXHIBIT B TO UNIMPROVED PROPERTY CONTRACT /  
FARM AND RANCH CONTRACT (the "Contract")**

**SELLER'S DISCLOSURES**

1. **The Property.** Seller is selling to Buyer(s) a tract or tracts of land (herein "Tract(s)") out of the following real property:

A portion of that of that certain 232.10 acre tract of real property, more or less, out of the Jasper Gilbert Survey, A-113, Caldwell County, Texas, being more particularly described by metes and bounds in Exhibit A attached hereto (the "Property").

2. **Property Condition.** The conveyance of the Property shall be made "AS IS", "WHERE IS" and "WITH ALL FAULTS" without warranty of any kind, except the general warranty of title set forth in the Deed to be delivered by Seller to Buyer at Closing. Buyer acknowledges that but for the acceptance of the property "AS IS". Seller would not have executed and delivered this Contract. Buyer agrees to accept the conveyance of the Property subject to the following provision which shall be included in the Deed delivered by Seller to Buyer at Closing.

GRANTOR IS CONVEYING, AND GRANTEE IS ACCEPTING, THE ABOVE-DESCRIBED PROPERTY IN ITS "AS IS", "WHERE IS" PHYSICAL CONDITION, "WITH ALL FAULTS". GRANTOR MAKES ABSOLUTELY NO REPRESENTATION OR WARRANTIES AS TO THE PHYSICAL CONDITION, LAYOUT, FOOTAGE, EXPENSES, ZONING, OPERATION, OR ANY OTHER MATTER AFFECTING OR RELATING TO THE PROPERTY, AND GRANTEE HEREBY EXPRESSLY AGREES THAT NO SUCH REPRESENTATIONS HAVE BEEN MADE. WITHOUT LIMITING THE LIMITED WARRANTY OF TITLE HEREIN CONTAINED, GRANTOR AND GRANTEE AGREE THAT BY THE CONVEYANCE OF THE PROPERTY, GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR VALUE OF THE PROPERTY HEREIN DESCRIBED, OR ANY IMPROVEMENTS RELATED THERETO, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF SAFETY, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR ANY PURPOSE. TO THE EXTENT ANY SUCH REPRESENTATIONS OR WARRANTIES ARE NEVERTHELESS DEEMED GIVEN, GRANTEE HEREBY WAIVES SAME. GRANTEE HAS CAREFULLY INSPECTED THE PROPERTY (OR HAS BEEN AFFORDED A REASONABLE OPPORTUNITY TO DO SO) AND, BY THE ACCEPTANCE OF THIS DEED, ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS", WITH ALL FAULTS AND IN ITS PRESENT CONDITION, INCLUDING, BUT NOT LIMITED TO, ANY LATENT FAULTS OR DEFECTS, WHETHER ABOVE, ON, OR BELOW GROUND, AND FURTHER INCLUDING ALL RISK OR DANGER (IF ANY) RELATED TO ELECTRO-MAGNETIC OR HIGH VOLTAGE FIELDS, EXPOSURE TO RADON, AND ALL OTHER ENVIRONMENTAL CONDITIONS WHATSOEVER. IN NO EVENT SHALL GRANTOR BE LIABLE TO GRANTEE, ITS SUCCESSORS OR ASSIGNS IN TITLE, FOR ANY DAMAGES TO PROPERTY OR PERSONS, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OR ANY LOSS OF VALUE OR ECONOMIC BENEFIT WHATSOEVER, RELATED TO ANY PRESENT OR FUTURE CONDITION OF OR AFFECTING THE PROPERTY OR IMPROVEMENTS, EXCEPT SOLELY TO THOSE MATTERS RELATING TO GRANTOR'S GENERAL WARRANTY OF TITLE.

3. **Restrictive Instruments.** The Property is subject to the following:

Declaration of Covenants, Easements, and Restrictions and its Amendments, filed of record as Instrument Number 2021-006856 and Number 2023-007720, respectively, in the Official Public Records of Caldwell County, Texas (the "Declaration"). Seller has provided a copy of the

Declaration and its Amendments to Buyer before Closing and Buyer acknowledges receipt of a copy of such Declaration.

4. **Exceptions.** The Property shall be conveyed to Buyer subject to any outstanding pre-existing rights, title, and interests relating to the Property to which Seller's ownership is also subject, including, but not limited to, the following, all of which shall be included in the conveyance deed:
  - A. Customary utility easements pertinent to said tract use.
  - B. Any rules and regulations of any governmental agency, including the Caldwell County, Texas Subdivision Regulations and the Caldwell County, Texas Floodplain Management Regulations.
  - C. Right of parties in possession.
  - D. Any and all leases recorded and unrecorded and rights of parties therein.
  - E. Any visible or apparent roadway or easement over or across the subject property.
  - F. Tenants in possession under leases and tenancy agreements.
  - G. Easements or claims of easements which are not recorded in the public records.
5. **Utilities.** Buyer shall be responsible for obtaining all utilities and the related utility fees.
  - A. **Septic System.** Sewer service is not available except by a private sewage disposal system regulated by the State of Texas and Caldwell County. Buyer shall be responsible for the cost, installation, registration, licensing and maintenance of a septic system or other on-site sewage system. Buyer must meet all requirements of all governmental authorities related to the on-site system.
  - B. **Electric Service.** Electric service is available from Bluebonnet Electric Cooperative. Buyer is responsible for all charges and fees to any power companies related to electric service and connection to the Tract(s). Buyer is responsible to comply with all building codes and requirements of Caldwell County and these power companies and the cost of this compliance shall be at the Buyer's expense.
  - C. **Water.** Water service may be available by private water well and from Aqua Water Supply Corporation. A single water well may be installed on each Tract so long as the water well is permitted in accordance with State and County requirements and the water extracted from such well is used for only that Tract on which the well is drilled. Placement of the water well shall be such that it does not infringe on the rights of any adjacent Tract(s) and prevents contamination from groundwater and septic system. No amount of water may be withdrawn from a well on a Tract that would substantially deplete the groundwater on any other Tract. Water from a well shall not be interconnected with the public water supply unless said connection is performed and approved by the public water supply entity. Buyer should satisfy itself as to the accessibility and availability of water for Buyer's particular use and purposes. Buyer may wish to consult with a water well driller for water depth and quality for the area. If the Buyer chooses to drill a water well for supplemental water, **it will be the responsibility of each tract owner (Buyer) to drill and equip its own private water well.** Seller makes no representations or warranties regarding the availability of additional water sources for a specified use. While a water study was performed and it was determined that adequate water supply for one dwelling per Tract exists, any further need will require Owner(s) to obtain an evaluation by Aqua Water Supply Corporation to determine if the supply exists. Per Aqua Water Supply Corporation, current pricing for installation of a new water meter starts at \$4450. At Buyer's request, Seller will make available the names of water well service companies which will provide Buyer with water strata and other information regarding cost to drill and install equipment

for the particular tract of interest. Such information is provided as a convenience to Buyer. Seller makes no recommendations or endorsements of any water well service company or provider.

- D. **Internet Access.** Wireless internet is available in the area from VTX1. There may be other companies that provide internet service. Buyer is responsible for all charges and fees to those providing companies related to internet service and connection to the Tract. Seller makes no guarantees regarding the availability of internet service for any specific Tract.
6. **Oak Wilt.** There may or may not be oak wilt/decline on the property. Oak Wilt/Declines is a disease that has long been recognized as causing massive tree loss in the Texas Hill Country. It is caused by a fungus called *Ceratocystis Fagacearum* that clogs the water conduction vessels of infected trees, causing them to wilt and die. It has now been identified in 55 Texas Counties. Losses vary with location, with the greatest losses occurring in the Hill Country. A management program has been developed by the Research and Extension faculty at Texas A&M University. This program involves the use of cultural and chemical controls. Live oak, Shumard red oak. Southern red oak, Spanish oak. Blackjack oak. Pin oak and Water oak are native species that are susceptible to the oak wilt fungus. They are member of the red oak group and will normally die in a few weeks to months after symptoms are observed. Members of the white oak group, including Bur oaks. White oaks and Post oaks, rarely become infected. They have a high level of resistance and, when infected, seldom die. For more information regarding Oak Wilt, Buyer may call the County Agricultural Extension Service, or visit this website for more details: <https://texasoakwilt.org>. Seller makes no representations or guarantees regarding the condition of the trees on the Property and recommends that Buyer have the property inspected by experts in the field of plant disease if it has concerns regarding Oak Wilt on the Property.
7. **Minerals.** Based on information and belief, Seller owns all or a portion of the mineral estate underlying the Property. At closing, Seller will reserve all of the minerals under each Tract, without retaining the right of ingress and egress.
8. **Property Boundary.** Owners of Tracts 1, 2, 12, 14 and 16 as shown on the Plat as recorded in the Official Public Records of Caldwell County, Texas, and attached as Exhibit B hereto, shall be placed on notice that the game-proof fence installed along said tracts is not the property boundary for each tract. Owners must install a fence on or inside the property line, as marked on the survey obtained and marked on the Plat referenced herein.
9. **Easements.**
- A. **Reservation of Easements.** Easements for installation and maintenance of utilities, including electric, telephone lines, etc., exist on the Property. Right of use for ingress and egress shall be available at all times over any dedicated easement for purposes of installing, operating, maintaining, repairing, or removing any utility or any obstruction placed in such easement that would interfere with the installation, maintenance, operation, or removal of such utility. Please refer to the Plat as recorded in the Official Public Records of Caldwell County, Texas, and attached as Exhibit B hereto for said Easements.
- B. **Other Easements.** The Tract(s) are subject to all existing easements filed of record in the Official Public Records of Caldwell County, Texas. Tracts 2 and 3 are subject to the Joint Use Access Easement, as identified on the Plat recorded in the Official Public Records of Caldwell County, Texas, and attached as Exhibit B hereto, and is subject to additional provisions in the Declaration of Restrictions, as noted above.
- C. **Drainage Easements.** A portion of the Tract(s) may lie in a floodplain or low-lying areas that are subject to flooding or water saturation and may constitute wetland areas. The Owner of each Tract must use caution and conservative judgment when installing any Improvements in or near the flood plain, wetland, or low-lying areas. Owner is solely responsible for determining the location of such

floodplain, wetland, or low-lying areas; any floodplain elevations that are pertinent to Owner's plans; and for deciding at what elevation and location Improvements will be constructed. Owner shall not take any action that will cause or allow water to be backed up on any road, access easement, another Tract, or any other property out of the Property. Driveway and roadway culverts must be installed and shall be of sufficient size to afford proper drainage of areas without allowing water to pool, back up or be diverted from its natural course. The Plat recorded in the Official Public Records of Caldwell County, Texas, and attached as Exhibit B hereto, denotes specific Drainage Easements which are subject to high volumes of storm water during periods of heavy rainfall.

10. **Lien of Record**. The Property is currently encumbered by that Commercial Real Estate Deed of Trust dated March 6, 2020, from Double R Ventures, L.P., a Texas limited partnership, to Texas Farm Credit Services, FLCA, and recorded in Instrument Number 2020-001418 of the Official Public Records of Caldwell County, Texas. Prior to closing, the Tract(s) to be purchased will be released from said Commercial Real Estate Deed of Trust.
11. **Brush Piles**. If Seller has agreed to install any perimeter fencing for the Tract(s), and brush and trees are removed as part of this work, then the bulldozer operator shall be instructed to locate the brush and trees away from the property boundary and interior roads to facilitate passage. Further, the bulldozer operator shall attempt to pile the brush in a manner so that in wetter times with no burn ban in effect, the individual owners (Buyers) may mulch or burn those brush piles safely at their leisure. It is understood that it is the responsibility of the Buyer to dispose of those piles carefully and not the responsibility of the Seller.
12. **Survey**. With respect to Seller's obligation to provide a survey under Paragraph 6.C. of the Contract, Seller has a new survey plat of the entire 232.10 acre tract of land and will provide the survey of individual tracts to be sold within the Bee Creek Ranch development. In the event Buyer and/or Buyer's lender requests or requires a separate survey of the specific tract or tracts, such additional survey shall be at Buyer's expense.
13. **No Reliance**. Buyer should make his/her/its own assessment of the Property and its fitness or suitability for Buyer's purposes. In closing this transaction, Buyer shall not rely and is not relying upon, any information, document, sales brochures, or other literature, maps or sketches, projection, proforma, statements, representation, guarantee or warranty (whether expressed or implied, oral, or written, material or immaterial) that may have been given or made by or on behalf of Seller.
14. **Real Estate Brokers**. Seller's agent for purposes of presenting and responding to offers relating to the Property is disclosed on the Contract. The selling agent, being Rodgers Realty Team with RE/MAX Freedom-Lockhart, and its office is an independent company responsible for their own actions and are not employees of Seller.
15. **General Warranty Deed**. Notwithstanding anything in the contract to the contrary, this property shall be sold and conveyed by General Warranty Deed.
16. **Property Taxes**. The Property is currently under an Agricultural Use Appraisal for property tax purposes. Buyer is responsible for applying for Agricultural Use Appraisal in order to retain its benefits. Seller is not responsible for any rollback taxes due to the change in use of the Property from agricultural use to non-agricultural or non-wildlife use.
17. **No Representations**. Except as set forth in these Disclosures, Seller makes no representation, express or implied warranties, or guarantees, statements or information regarding the Property, including, but not limited to, the following: the Property's condition, including whether any or all of the Property has been identified as having flood or geological hazards or whether there are any environmental condition or environmental noncompliance with respect to the Property; whether there is any unsafe or other

condition which presents risk of injury to persons or loss of or damage to property; whether there are any soil conditions adversely affecting the Property; whether the Property is suitable for a particular purpose; or whether there are any and the condition of any improvements on the Property. Buyer shall make and rely on his/her/its own inspection of the Property.

18. **Conflicts**. These disclosures shall control in the event of a conflict between the Contract and any provision herein.
19. **Time is of the Essence**. Time is of the essence of this Agreement; provided, however, that notwithstanding anything to the contrary in this Agreement, if the time period for the performance of any covenant or obligation, satisfaction of any condition or delivery of any notice or item required under this Agreement shall expire on a day other than a Business Day, such time period shall be extended automatically to the next Business Day.

**BUYERS:**

\_\_\_\_\_  
(Signature)

Printed name: \_\_\_\_\_

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

Tract No. \_\_\_\_\_

\_\_\_\_\_  
(Signature)

Printed name: \_\_\_\_\_

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