



## **Addendum A – SaddleCrest Estates**

Additional conditions of Contract between Buyer (\_\_\_\_\_) and Seller, CRV INVESTMENTS, LLC, regarding the Property Lot (\_\_\_\_\_), being a part of SaddleCrest Estates, a subdivision in Parker County, Texas (the “Subdivision”).

1. **IMPROVEMENTS.** Seller shall construct and install, or cause to be constructed and installed, the following improvements and amenities:

a. **ROADS.** Buyer acknowledges that the roads of the Subdivision have been dedicated to Parker County as public roads. The roads will be for the use of property owners within the Subdivision and the general public. Maintenance of the roads will be the responsibility of Parker County once approved and accepted.

b. **ELECTRICITY.** Electricity shall be provided by Tri-County CO-OP. Below ground electric lines will be installed along the county road front of all lots in the Subdivision and will be extended to each Property at the request of Buyer and subject to the control of Tri-County CO-OP. Maintenance of the electric lines will be the responsibility of Tri-County CO-OP.

Buyer acknowledges that Seller has not represented and does not endorse any representations from others that it will provide or complete any improvements, facilities or amenities except as expressly set forth herein.

2. **WATER.** Buyer shall be required to install an individual private water well on the Property. Buyer must obtain a permit from the Upper Trinity Groundwater Conservation District (the “District”). Buyer acknowledges that the District may impose certain requirements and restrictions regarding Buyer’s water well on the Property and that compliance with such requirements and restrictions shall be Buyer’s sole responsibility. Seller has advised Buyer to consult with the District regarding these requirements and restrictions prior to Closing.

3. **SEWER.** Buyer shall be required to install an individual private septic system approved by Parker County Permitting Department. Buyer is responsible for obtaining the necessary permits for the design and location of any system and is responsible for the costs associated with the permitting, design and installation of the system. Seller has advised Buyer to consult with the Parker County Permitting Department regarding the septic system requirements prior to Closing.

4. **APPROVAL.** Notwithstanding anything contained herein to the contrary, neither this Contract nor any amendment hereto will be a valid and enforceable obligation of Seller unless this Contract or amendment is executed by either an Officer, Manager or Member of CRV Investments, LLC.

5. **WATER FEATURES.** If the Property adjoins a body of water, including but not limited to a pond, stream, tank, lake, creek or river, Buyer acknowledges that the water level fluctuates for various reasons, whether natural or unnatural, including but limited to drought or flood conditions. Seller makes no warranty or representation regarding the past, present or future water level of any body of water in, on or near the Property or the Subdivision.

6. **POSSESSION.** Possession of the Property shall be delivered to Buyer at Closing, subject to the right of Seller and Seller’s hired agents, contractors and representatives to have access and the use of the Property for all purposes reasonably necessary for the construction of the improvements described herein above, including but not limited to the construction or installation of roads and utilities. Once all utilities are in place and the roads are constructed, Seller’s right to use the Property shall automatically terminate. The provisions of the Paragraph 6 shall survive the Closing.

7. **DRIVEWAY CULVERTS.** Buyer understands that they are responsible for making sure that the culvert under the driveway is properly sized. Seller makes no representation regarding the proper driveway culvert size.



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8. ENTRY MOUNMENTS. Buyers of lot numbers 2,3,17 and 18, understand and acknowledge that there will be a sign monument approximately 20 long, located on one front corner of their property, adjacent to Old Agnes road. The sign will be located near the property line, within the lot and outside of the public right of way.

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN “AS IS, WHERE IS” TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CONTRACT.

**SELLER SHALL CONVEY THE PROPERTY AT CLOSING TO BUYER “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. SELLER HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE CONDITION OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW.** Buyer acknowledges and agrees that, except for Seller’s representations contained in the Contract, Seller has not made, has disclaimed, does not make and does specifically disclaim any representations regarding compliance with any environmental laws or any land use laws, rules, regulations, orders or requirements or any other applicable laws. Seller has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Buyer may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws or other laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; (vii) the manner, quality or state of repair of the Property; or (viii) the correctness or accuracy of any information provided by Seller to Buyer or whether Buyer should rely upon or use such information (if any) provided by Seller. Buyer further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Seller, and that Closing shall constitute acceptance of the Property by Buyer “AS IS” and waiver of all objections or claims against Seller (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above. **THE PROVISIONS OF THIS SECTION ARE A MATERIAL PART OF THE CONSIDERATION FOR SELLER’S ENTERING INTO THE CONTRACT AND SHALL SURVIVE CLOSING. BUYER ACKNOWLEDGES THAT BUT FOR BUYER’S AGREEMENT TO THE PROVISIONS OF THIS SECTION SELLER WOULD NOT SELL THE PROPERTY TO BUYER.**

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Buyer Signature

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Buyer Signature

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Seller Signature