

LEGAL DESCRIPTION

Property (including any improvements):

79.706 acres of land situated in Lavaca County, Texas, a part of the Caroline Brown Survey, A-81, and being a part of the 100.72 acre tract described in the deed from Joseph E. Haynes, et ux, to W. I. Reid, dated November 25, 1919, and recorded in Volume 84, Page 263, of the Lavaca County Deed Records and also a part of a 50.00 acre tract described in the deed from Alice H. Ory to W.I. Reid, dated November 25, 1919, and recorded in Volume 84, Page 265, of the Lavaca County Deed Records, said 70.706 acres being more particularly described by metes and bounds as follows:

Beginning at a point on the East bank of the Lavaca River marking the West or Southwest corner of the T. J. Roden 146 acre tract, Northwest corner of the said 50 acre tract, same being the Northwest corner of this tract;

THENCE S 28°29'57" E, passing at 50.00 feet to an iron rod set for reference, containing a total distance of 1362.82 feet to a square iron bar found marking the Southwest corner of the said Roden land, same being a reentrant corner of this tract;

THENCE N 84°26'14" E, with the South line of the said Roden 146 acre tract, a distance of 3087.34 feet to an iron rod set at the base of a corner post in the west margin of a graded public road, for the Northwest corner of a second tract owned by the said T.J. Roden, Northeast corner of the said 50 acre tract, same being the Northeast corner of this tract;

THENCE S. 06°42'56" E, with the West margin of the said graded road, West line of the said Roden land, a distance of 522.94 feet to an iron rod set for the Northeast corner of a 79.706 acre tract this day surveyed, same being the Southeast corner of this tract;

THENCE S 84°01'12" W, along a line marked with iron rods, a distance of 3097.95 feet to an iron rod set for an angle corner of the said 79.706 acre tract and of this tract;

THENCE N 70°59'07" W, along a line marked with iron rods, a distance of 2217.25 feet to a point on the East bank of the said Lavaca River marking the Northwest corner of the said 79.706 acre tract, same being the southeast corner of this tract and bearing N 70°59'07" W a distance of 14.60 feet from the iron rod set on the high bank;

THENCE with the East bank of the said Lavaca River and its meanders as follows:

N 15°09'09" E a distance of 79.97 feet to a point,
N 26°56'19" E a distance of 88.62 feet to a point,
N 44°22'50" E a distance of 41.79 feet to a point,
S 44°26'43" E a distance of 16.94 feet to a point,
N 37°57'35" E a distance of 108.56 feet to a point,
N 52°16'53" E a distance of 111.09 feet to a point,
N 58°45'28" E a distance of 134.03 feet to a point,
N 54°13'28" E a distance of 257.09 feet to a point,
N 57°11'09" E a distance of 60.56 feet to a point,
N 69°25'39" E a distance of 131.58 feet to a point,
N 65°44'33" E a distance of 126.56 feet to a point,
N 57°51'47" E a distance of 173.39 feet to a point,
N 58°27'53" E a distance of 199.53 feet to a point,
N 49°46'20" E a distance of 99.95 feet to a point,
N 61°31'16" E a distance of 92.71 feet to a point,
N 54°57'50" E a distance of 59.84 feet to the PLACE OF BEGINNING containing 79.706 acres of land.



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

12-05-2011

ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

20504 CR 1, Hallettsville, TX 77964

(Address of Property)

- A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 7 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Buyer _____

DocuSigned by:
Timothy Johnson

Seller
ID195A6503457...
Timothy Johnson

Buyer _____

DocuSigned by:
Beverly Johnson

Seller
ID195A6503457...
Beverly Johnson

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 28-2. This form replaces TREC No. 28-1.

(TXR-1917) 12-05-2011

TREC No. 28-2



INFORMATION ABOUT SPECIAL FLOOD HAZARD AREAS

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CONCERNING THE PROPERTY AT _____

20504 CR 1
Hallettsville, TX 77964

A. FLOOD AREAS:

- (1) The Federal Emergency Management Agency (FEMA) designates areas that have a high risk of flooding as special flood hazard areas.
- (2) A property that is in a special flood hazard area is designated on flood insurance rate maps with a zone beginning in a "V" or "A". Both V-Zone and A-Zone areas indicate a high risk of flooding.
- (3) Some properties may also lie in the "floodway" which is the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge a flood under FEMA rules. Communities must regulate development in these floodways.

B. AVAILABILITY OF FLOOD INSURANCE:

- (1) Generally, flood insurance is available regardless of whether the property is located in or out of a special flood hazard area. Contact your insurance agent to determine if any limitations or restrictions apply to the property in which you are interested.
- (2) FEMA encourages every property owner to purchase flood insurance regardless of whether the property is in a high, moderate, or low risk flood area.
- (3) A homeowner may obtain flood insurance coverage (up to certain limits) through the National Flood Insurance Program. Supplemental coverage is available through private insurance carriers.
- (4) A mortgage lender making a federally related mortgage will require the borrower to maintain flood insurance if the property is in a special flood hazard area.

C. GROUND FLOOR REQUIREMENTS:

- (1) Many homes in special flood hazard areas are built-up or are elevated. In elevated homes the ground floor typically lies below the base flood elevation and the first floor is elevated on piers, columns, posts, or piles. The base flood elevation is the highest level at which a flood is likely to occur as shown on flood insurance rate maps.
- (2) Federal, state, county, and city regulations:
 - (a) restrict the use and construction of any ground floor enclosures in elevated homes that are in special flood hazard areas.
 - (b) may prohibit or restrict the remodeling, rebuilding, and redevelopment of property and improvements in the floodway.
- (3) The first floor of all homes must now be built above the base flood elevation.
 - (a) Older homes may have been built in compliance with applicable regulations at the time of construction and may have first floors that lie below the base flood elevation, but flood insurance rates for such homes may be significant.

(TXR 1414) 10-19-2021

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Information about Special Flood Hazard Areas concerning _____

- (b) It is possible that modifications were made to a ground floor enclosure after a home was first built. The modifications may or may not comply with applicable regulations and may or may not affect flood insurance rates.
- (c) It is important for a buyer to determine if the first floor of a home is elevated at or above the base flood elevation. It is also important for a buyer to determine if the property lies in a floodway.
- (4) Ground floor enclosures that lie below the base flood elevation may be used only for: (i) parking; (ii) storage; and (iii) building access. Plumbing, mechanical, or electrical items in ground floor enclosures that lie below the base flood elevation may be prohibited or restricted and may not be eligible for flood insurance coverage. Additionally:
 - (a) in A-Zones, the ground floor enclosures below the base flood elevation must have flow-through vents or openings that permit the automatic entry and exit of floodwaters:
 - (b) in V-Zones, the ground floor enclosures must have break-away walls, screening, or lattice walls; and
 - (c) in floodways, the remodeling or reconstruction of any improvements may be prohibited or otherwise restricted.

D. COMPLIANCE:

- (1) The above-referenced property may or may not comply with regulations affecting ground floor enclosures below the base flood elevation.
- (2) A property owner's eligibility to purchase or maintain flood insurance, as well as the cost of the flood insurance, is dependent on whether the property complies with the regulations affecting ground floor enclosures.
- (3) A purchaser or property owner may be required to remove or modify a ground floor enclosure that is not in compliance with city or county building requirements or is not entitled to an exemption from such requirements.
- (4) A flood insurance policy maintained by the current property owner does not mean that the property is in compliance with the regulations affecting ground floor enclosures or that the buyer will be able to continue to maintain flood insurance at the same rate.
- (5) Insurance carriers calculate the cost of flood insurance using a rate that is based on the elevation of the lowest floor.
 - (a) If the ground floor lies below the base flood elevation and does not meet federal, state, county, and city requirements, the ground floor will be the lowest floor for the purpose of computing the rate.
 - (b) If the property is in compliance, the first elevated floor will be the lowest floor and the insurance rate will be significantly less than the rate for a property that is not in compliance.
 - (c) If the property lies in a V-Zone the flood insurance rate will be impacted if a ground floor enclosure below the base flood elevation exceeds 299 square feet (even if constructed with break-away walls).

20504 CR 1
Hallettsville, TX 77964

Information about Special Flood Hazard Areas concerning _____

E. ELEVATION CERTIFICATE:

The elevation certificate is an important tool in determining flood insurance rates. It is used to provide elevation information that is necessary to ensure compliance with floodplain management laws. To determine the proper insurance premium rate, insurers rely on an elevation certificate to certify building elevations at an acceptable level above flood map levels. If available in your area, it is recommended that you obtain an elevation certificate for the property as soon as possible to accurately determine future flood insurance rates.

You are encouraged to: (1) inspect the property for all purposes, including compliance with any ground floor enclosure requirement; (2) review the flood insurance policy (costs and coverage) with your insurance agent; and (3) contact the building permitting authority if you have any questions about building requirements or compliance issues.

Receipt acknowledged by:

<small>DocuSigned by:</small> <i>Beverly Johnson</i>	6/29/2022
<small>40BD195A6503457...</small> <small>DocuSigned by:</small> <i>Timothy Johnson</i>	6/29/2022
<small>Signature</small>	<small>Date</small>

_____ <small>Signature</small>	_____ <small>Date</small>
Buyer:	

Seller: Timothy & Beverly Johnson



PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-18-14

ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS

ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT

20504 CR 1

Hallettsville

(Street Address and City)

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

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

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

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

Buyer _____

Buyer _____

DocuSigned by:

Timothy Johnson

Seller **Timothy Johnson**

Beverly Johnson

Seller **Beverly Johnson**

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