

Rohde Estate – Offer requirements

This is an Estate property being handled by a Dependent Administrator. See below for special requirements and information regarding the sale of this tract. Court approval required

Seller to be listed as "As identified in the attached Addendum for Special Provisions, Par. A"

Tract# _____ **LEGAL:** _____
ADDRESS: _____
LISTING PRICE: \$ _____

Earnest Money and Title/Closing through: for Washington and Fayette County properties

Texas Country Title
204 S Market St
Brenham, TX 77833
(979)251-7064 Brenham office
(979)567-0345 Caldwell office
Erica Medina, Escrow Officer/Closer
Erica.m@texascountrytitle.com
Files are already open – GF# _____

Seller will provide title insurance and **SPECIAL WARRANTY DEED**

Property is conveyed "AS IS" – as described in the attached addendum

Seller does not have a current survey and will **NOT** pay for a survey.

Seller will **NOT** convey any of the mineral estate (see Addendum for Reservation Of Oil, Gas, Minerals)

NOTICES to seller at:

Cadence Bank, Dependent Administrator,
Estate of Norris Rohde, Attn: Nancy Sosa
901 S Mopac Expwy, Bldg 5, Ste 250
Austin, TX 78746
512-872-2780 office
512-872-2712 fax
nancy.sosa@cadencebank.com, anna.mendez@cadencebank.com, angie.scallan@cadencebank.com

Seller's Attorney:

Katy Lumpkin, Bickerstaff Heath, Delgado Acosta
3711 S Mopac Expwy, Bldg 1, Ste 300
Austin, TX 78746
512-472-8021 office
512-636-3825 cell
512-320-5638 fax
klumpkin@bickerstaff.com

Be certain to include and have buyer acknowledge the Addendum for Special Provisions and the Addendum for Reservation of Oil Gas & Other Mineral. Both these items must be attached and submitted with all written offers. Accepted offers are subject to final Court Approval.

LISTING AGENT: Cunningham Real Estate – Karen S Gray, Agent LIC: 0480298 (979)777-3960 karen@cunninghamrealestate.com
James D Cunningham, Broker LIC: 0309111 1205 S Market St – Hearne, TX 77859 (979)279-2757 office

Buyer Agent Fee: 2%

ADDENDUM FOR SPECIAL PROVISIONS

**ADDENDUM TO CONTRACT CONCERNING THE PROPERTY OWNED BY THE
ESTATE OF NORRIS ROHDE**

This Addendum for Special Provisions is attached to the Farm and Ranch Real Estate Agreement, Exclusive Right to Sell and its terms incorporated therein.

a. Seller is Cadence Bank, as the dependent administrator of the Estate of Norris Rohde, deceased, which matter is pending before the County Court At Law of Washington County, Texas (the "Court"); Cause No. 2017-133. Upon receipt of a contract from a potential purchaser that is acceptable to Seller, Seller will execute the contract "subject to Court approval" and will present the proposed contract (the "Contract") to the Court for approval. The Contract shall not be binding until the Court has approved the Contract.

b. Force Majeure. If the performance by a party of any provision of this listing agreement is delayed or prevented by (i) an act of God such as weather or earthquake; (ii) an act of war or terrorism; or (iii) restriction by any governmental authority, then the period for the party's performance of the provision shall be automatically extended for the same amount of time that the party is so delayed or hindered.

c. SELLER WILL ONLY SELL THE PROPERTY AS-IS AND WHERE IS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, MERCHANTABILITY, CONDITION OR FITNESS FOR A PARTICULAR PURPOSE. PRIOR TO CLOSING. A PROPOSED PURCHASER SHALL HAVE INSPECTED THE PROPERTY AND UPON CLOSING WILL ACCEPT THE PROPERTY "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN THEIR PRESENT CONDITION AND STATE OF REPAIR. SELLER WILL ONLY CONVEY THE PROPERTY BY VIRTUE OF A SPECIAL WARRANTY DEED WITH THE AS-IS LANGUAGE CONTAINED IN THIS PARAGRAPH.

THESE PROVISIONS, INCLUDING THE ADDENDUM FOR RESERVATION OF OIL, GAS AND OTHER MINERALS, WILL BE A PART OF AND ADAPTED TO ANY CONTRACT SUBMITTED FOR THE PURCHASE OF THE APPLICABLE PROPERTY PRIOR TO SELLER OBTAINING COURT APPROVAL.

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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**Norris Rohde Estate

(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.

DocuSigned by:

Nancy Sosa

Selling for Bank, N.A., as dependent administrator of

Buyer _____

Buyer _____

Seller Norris D. Rohde Estate

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 44-2. This form replaces TREC No. 44-1.

TXR 1905

TREC NO. 44-2