

T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)

Date: October 13th 2020

GF No. _____

Name of Affiant(s): Lee Ann Santos,

Address of Affiant: 520 E OAKS AVE PORT ARANSAS TX 78373

Description of Property: ABS: 238 SUR: C MAURER 57.8000 AC.

County Comal, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of Texas, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners."):

2. We are familiar with the property and the improvements located on the Property.

3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.

4. To the best of our actual knowledge and belief, since JULY 31ST, 2017 there have been no:

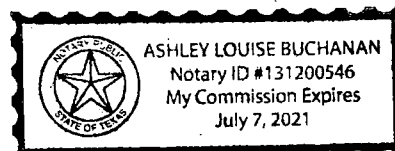
- a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
- b. changes in the location of boundary fences or boundary walls;
- c. construction projects on immediately adjoining property(ies) which encroach on the Property;
- d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below:) NONE

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.

6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

Lee Ann Santos
Lee Ann Santos



SWORN AND SUBSCRIBED this 13th day of October, 2020
Ashley Louise Buchanan
Notary Public



114 North Austin Street
Seguin, Texas 78155
Phone (830) 372-1001 Fax (830) 379-1155
License Number 10042400

Field notes describing a 57.83 acre tract of land situated in the Christopher Maurer Survey, Abstract 238, Guadalupe County, Texas, being that same tract of land called 57.8 acres, conveyed to Robert Dill and Virginia Dill, by deed recorded in Volume 3198, Page 262, Official Records, Guadalupe County, Texas and being more particularly described as follows: Note: All set pins are $\frac{1}{2}$ " diameter rebar with an orange plastic cap stamped "Tri-County".

Beginning at an "X" found on a buried stone in the northeast line of a tract of land called 43.676 acres, described in Cause Number 74-584, District Court Records, Guadalupe County, Texas, for the south corner of a tract of land called 20 $\frac{1}{2}$ acres, described in Volume 107, Page 200 Deed Records, Guadalupe County, Texas, the west corner of the 57.8 acre tract and the herein described tract.

Thence, N 39° 41' 44" E, 513.66 with the southeast line of the 20 $\frac{1}{2}$ acre tract and the westernmost northwest line of the 57.8 acre tract, to a 1" diameter pipe found for the west corner of a tract of land called 160 acres, described in Volume 47, Page 13, Official Records, Guadalupe County, Texas, the westernmost north corner of the 57.8 acre tract and the herein described tract.

Thence, S 50° 56' 22" E, 1345.66 feet with the westernmost southeast line of the 160 acre tract and the westernmost northwest line of the 57.8 acre tract, to a 1" diameter pipe found for the westernmost south corner of the 160 acre tract, being an interior corner of the 57.8 acre tract and the herein described tract.

Thence, N 40° 02' 31" E, 1355.89 feet with the westernmost southeast line of the 160 acre tract and the easternmost northwest line of the 57.8 acre tract, to a 1" diameter pipe found for an interior corner of the 160 acre tract, the easternmost north corner of the 57.8 acre tract and the herein described tract.

Thence, S 49° 56' 51" E, 144.26 feet with the easternmost southwest line of the 160 acre tract and the easternmost northeast line of the 57.8 acre tract, to a 1" diameter pipe found for a southwest corner of the 160 acre tract, the northwest corner of a tract of land called 60 acres, described in Volume 138, Page 10, Deed Records, Guadalupe County, Texas, the northeast corner of the 57.8 acre tract and the herein described tract.

Thence, S 00°00' 00" E, 2665.05 feet with the west line of the 60 acre tract and the east line of the 57.8 acre tract, to a 1" diameter pipe found in the north line of a tract of land called 201.7558 acres, described in Volume 870, Page 652, Official Records, Guadalupe County, Texas, for the southwest corner of the 60 acre tract, the southeast corner of the 57.8 acre tract and the herein described tract.

Thence, N 89° 26' 03" W, 153.50 feet with the north line of the 201.7558 acre tract and the south line of the 57.8 acre tract, to an iron pin set for the southeast corner of a tract of land called 1.65 acres, described in Volume 870, Page 652, Official Records, Guadalupe County, Texas, the southernmost southwest corner of 57.8 acre tract and the herein described tract.

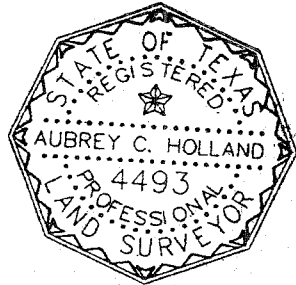
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57.83 acres.

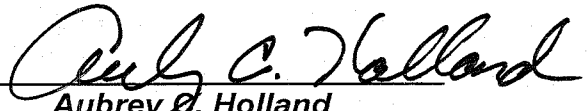
Thence, N 10° 17' 01" W, 418.55 feet with the east line of the 1.65 acre tract and the west line of the 57.8 acre tract, to an 18" diameter Black Jack tree, for the northeast corner of the 1.65 acre tract, being an interior corner of the 57.8 acre tract and the herein described tract.

Thence, S 86° 52' 39" W, 16.61 feet with the north line of the 1.65 acre tract and the northernmost south line of the 57.8 acre tract, to a ½" diameter iron pin found for the east corner of a tract of land called 165.59 acres, described in Volume 870, Page 659, Official Records, Guadalupe County, Texas, the northernmost southwest corner of the 57.8 acre tract and the herein described tract.

Thence, N 50° 10' 39" W, 2748.44 feet with the northeast line of the 165.59 acre tract, the northeast line of the 43.676 acre tract and the southwest line of the 57.8 acre tract to the **Place of Beginning** and containing 57.83 acre of land according to a survey made on the ground on July 31, 2017, by Tri-County Surveying Inc.

Corresponding plat prepared.
Project No. 1707106




Aubrey C. Holland
Registered Professional
Land Surveyor No. 4493



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****57.8 acres Wilcox Road****Seguin, TX 78155**

(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

DocuSigned by:

 Seller Lee Ann Santos

10/8/2020

Buyer

Seller

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



SAN ANTONIO BOARD OF REALTORS, INC.
RESIDENTIAL LOT
SELLERS DISCLOSURE NOTICE
To Be Completed By The Seller For Residential Lots



THIS FORM IS FURNISHED BY THE SAN ANTONIO BOARD OF REALTORS® FOR USE BY ITS MEMBERS. USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF A BOARD/ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.

Concerning the Property at:

000 WILCOX RD SEGUIN TX 78155
(Property Address)

This notice is a Disclosure of Seller's knowledge of the condition of the Property as of the date signed by seller and is not a substitute for any inspections or warranties the purchaser may wish to obtain. It is not a warranty of any kind by seller, seller's agents, or any other agent.

A. Mark below: (Y) for Yes (N) for No (U) for Unknown.

- | Y | N | U | | Y | N | U | |
|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Located in 100-Year Flood plain | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | Endangered Species/Habitat on Property |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Present Flood Insurance | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Fault Lines |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Previous Flooding onto the Property | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Hazardous or Toxic Waste |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Soil Movement | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Intermittent or Weather Springs |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Surface Structures or Pits | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Landfill |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Underground Storage Tanks | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Lead-Based Paint Hazards |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Wetlands on Property | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Radon Gas |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Diseased Trees | | | | |

If you answered yes to any of the above, please explain:

Landfill - trash collected from around property in device and currently being covered, 15x25 approx. area of land fill pit. By cantina.

B. General Information:

Is the Seller aware of any of the following:

- | Y | N | U | |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 1. Features of the property shared in common with adjoining landowners, such as walls roofs, fences and driveways, whose use or responsibility for maintenance may have an effect of the Property. DRIVEWAY EASEMENTS |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 2. Any encroachments, easements or similar matters that may affect the Property. DRIVEWAY EASEMENTS |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 3. Any zoning violations, nonconforming uses or violation of "setback" requirement. DRIVEWAY EASEMENTS |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 4. Deed restrictions or obligations affecting the Property. Mineral rights - See addendum |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 5. Any lawsuits against the Seller threatening to or affecting the Property. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 6. Any notices of abatement or citations against the Property |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7. Have you (Seller) ever collected any insurance payments pursuant to a claim made for damage to the Property and not used the proceeds to make the repairs for which the claim was submitted? |

☐ yes ☒ no; If yes, explain: _____

☒ 8. Any tax exemption(s) which you (Seller) currently claim for the Property. If yes, list: _____

☒ 9. Any violent crime or death on the Property except for those deaths caused by: Natural causes, suicide, or accidental unrelated to the Property.

Concerning the Property at 000 WILCOX RD SEGUIN TX 78155

Initialed for Identification by: Buyer

Seller

Mark below: (Y) for Yes (N) for No (U) for Unknown

Y N/U

☐ ☒ ☐ 10. Any Homeowner's Association or maintenance fees or assessments. If yes, complete:

Amount of fee or assessment: \$ _____

☐ Mandatory ☐ Voluntary Name of Association: _____

Manager's Name: _____

Due: _____ Monthly _____ Quarterly _____ Annually

Any unpaid fees or assessments for the Property: ☐ Yes ☐ No

If yes, amount \$ _____
☐ ☒ ☐ 11. Municipal Utility District which has any authority over the Property; If yes, Name of District: _____

If you answered yes to any of the above, please explain: _____

C. UTILITIES AVAILABLE :

Mark (A) for Available (O) on site (U) Unknown

A O U

☒ ☐ ☐ Water System ☐ City ☒ Well ☐ Municipal ☐ Private

☐ ☐ ☒ Natural Gas

☒ ☐ ☐ Electric

☐ ☒ ☐ Telephone

☐ ☐ ☒ Sewer System *outhouse located on property*

☐ ☐ ☒ Cable T.V.

☐ ☐ ☐ Other _____

☐ ☐ ☐ None

IF WELL ON PROPERTY: approximate depth u well extends into u (name of water source). The well ☐ does ☒ does not
located behind cantina *possibly Guad or Edwards ag.*
need repair, if so, explain: _____

IF SEPTIC SYSTEM: In Place ☐ Required ☒ Allowed ☐ Not Allowed ☐

Luciana Santos *10/13/20*
Signature of Seller Date

Signature of Seller Date

NOTICE TO BUYER: Listing Broker, _____, and Other Broker, _____
advise you that this Seller's Disclosure Notice was completed by Seller, as of the date signed. The Listing Broker and Other Broker have
relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN
INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY PRIOR TO CLOSING.**

The undersigned purchaser hereby acknowledges receipt of the foregoing notice.

Signature of Buyer Date

Signature of Buyer Date

LAS