

**ADDENDUM FOR RESERVATION OF OIL, GAS, AND OTHER MINERALS****ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

920 County Road 201, Falls City, TX 78113

(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 waive rights of ingress and egress and of reasonable use of the Property (including surface materials) that are part of the Mineral Estate 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 current 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 brokers and sales agents from giving legal advice. READ THIS FORM CAREFULLY.

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Seller



The form of this addendum has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. 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. 44-3. This form replaces TREC No. 44-2.

# SAN ANTONIO BOARD OF REALTORS®, INC.

9110 IH 10 WEST, SAN ANTONIO, TEXAS 78230

## 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:

920 CR 201 FALLS CITY, TX 78113

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

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

### B. General Information:

Is the Seller aware of any of the following:

Y	N	U	
<input type="checkbox"/>	<input checked="" 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.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	2. Any encroachments, easements or similar matters that may affect the Property.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	3. Any zoning violations, nonconforming uses or violation of "setback" requirement.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	4. Deed restrictions or obligations affecting the Property.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5. Any lawsuits against the Seller threatening to or affecting the Property.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6. Any notices of abatement or citations against the Property.
<input type="checkbox"/>	<input checked="" 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: \_\_\_\_\_

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	8. Any tax exemptions(s) which you (Seller) currently claim for the Property. If yes, list: _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	9. Any violent crime or death on the Property except for those deaths caused by: Natural causes, suicide, or accidental unrelated to the Property.

Initialed for Identification by: Buyer \_\_\_\_\_

Seller MUP DRL

SABOR Form 550 08-03-98 Residential Lots Sellers Disclosure Notice

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Concerning the Property at: \_\_\_\_\_

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

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water System	<input type="checkbox"/> City	<input type="checkbox"/> Well	<input type="checkbox"/> Municipal	<input type="checkbox"/> Private
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Natural Gas				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electric				
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Telephone				
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sewer System				
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cable T.V.				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other _____				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	None				

IF WELL ON PROPERTY: approximate depth \_\_\_\_\_ well extends into \_\_\_\_\_ (name of water source).

The well ☐ does ☐ does not need repair, if so, explain \_\_\_\_\_

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

Marcel U. Pena  
Signature of Seller Date

David O. Pena  
Signature of Seller Date

NOTICE TO BUYER: Listing Broker, Lauren Hayward, 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

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

Date: 21 Aug 23 GF No. \_\_\_\_\_  
Name of Affiant(s): Manuel V Pena & David R Luna  
Address of Affiant: 920 Country Road 201, Falls City, TX  
Description of Property: A00184 Menchaca Sub, Tract 40B Acres 24.58  
County Wilson, 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."):  
David R Luna } owner listed property  
Manuel V. Pena }

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 None 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.

Manuel V. Pena  
David R. Luna  
SWORN AND SUBSCRIBED this 21 day of August, 2023  
Carlene Valdez  
Notary Public

