## EXHIBIT "B" (North Logan Branch-Nov. 2020)

Property subject to recorded Restrictive Covenants.

Seller retains a twenty foot (20') wide utility and drainage easement along all property boundary lines, (except along the public road and private access easement where said utility and drainage easement shall be forty foot (40') and shall run outside of and along the outside edge of the public road and private access easement), along with any additional easement necessary for guy wires and anchors. This reservation shall include the right to clean and maintain said easement.

Buyer acknowledges subject property fronts on a private access easement for public road access to FM 2905 and agrees to pay maintenance fees when due as required by the Joint-Use Access and Utility Easement recorded in document #20200185 of the Deed Records of Hamilton County, Texas.

This property may contain various natural and/or man-made hazard features (to include but not limited to: wildlife, bluffs, ledges, ponds/water features, snakes, bees, etc.). Buyer should determine that any such features present are all safe and adequate for Buyer's intended use. BUYER SHALL USE SAID FEATURES AT BUYERS SOLE RISK AND INDEMNIFIES SELLER FROM RESPONSIBILITY AND LIABILITY FOR SAID FEATURES. This paragraph shall survive closing.

## **NOTICE:**

Gas and/or oil pipeline(s) cross portions of the various tracts for sale. Seller is providing a plat with this transaction (Exhibit "A") that includes the locations of any known pipelines to the best of Seller's knowledge and belief. Buyer agrees to review the location of any pipeline on subject property to Buyer's satisfaction, before closing, should Buyer have any concerns.

> Creekside Ranch Group, LLC. Jay Dickens

11/19/2020

By: Command Decisions, Inc., Manager By: Jay Dickens, President

Fencelines may vary slightly from the actual deed-line.

Any utilities present on the property may be activated at Buyer's option and expense. Seller shall cause no utilities to be activated on the property.

Buyer represents and certifies that Buyer is capable and qualified to make the monthly payments on the loan for this property and is capable and qualified to afford the taxes and insurance.

Buyer represents and certifies this property is classified as non-residential, agricultural, and/or investment property as of the date of conveyance and is accepted as such by Buyer.

Property may be currently taxed at a lower rate because of its open space or agricultural classification. Buyer shall assume the responsibility, if any, for related agricultural use of the property as of the date of the closing. Unless otherwise agreed in writing, after closing Seller shall be entitled to continue the grazing use of the property, which Seller may lease to a third party, in conjunction with adjacent property owned or formerly owned by Seller. Buyer agrees to cooperate in the grazing use of Buyer's property and said adjacent property by keeping fences intact and gates closed until such time as Buyer erects a fence which separates Buyer's property from any other adjacent property owned or formerly owned by Seller. Said fence must be capable of holding and turning all livestock from either direction. After said fence is completed, Buyer must give 30 days written notice to Seller that livestock be removed from Buyer's property. This paragraph shall survive closing.

The physical condition of the property and any improvements is conveyed and accepted in "As Is" condition in all respects without representation or warranty except for the special warranty of title under the special warranty deed.

The property shall be conveyed subject to any outstanding restrictions, reservations, conditions, easements, exceptions, mineral conveyances and reservations, water severances, relating to the above described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the Records of Hamilton County, Texas, any conditions shown on a survey or title policy, any and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities affecting said property, any fence line encroachments, and any easements that are visible and apparent on the ground.

Buyer shall be responsible for drilling/using a water well for their water supply. Property is subject to water well set back line and other requirements of the TCEQ, Hamilton County health authorities and applicable Groundwater District, if any.

One or more partners/employees of the seller hold Texas real estate licenses. Seller to have 21 days after date of closing to remove personal property and equipment. Oak decline is present in many areas of Texas and may be present on this property. Seller retains any deer blinds and feeders on property. Price to be adjusted on a per acre basis after final survey.

Household or ranch type dumpsites may exist on the property.

Before performing any construction, excavation, or soil disturbance Buyer should contact (800) DIG-TESS (344-8377).

Buyer agrees to not remove iron rods at any time. If building fences, set posts beside rods in an appropriate location based on property line.

Portions of the property may lie in low lying areas that may be subject to flooding or water saturation and may constitute wetlands areas. Buyer should use caution and conservative judgment when installing any improvements in or near any low-lying areas. Buyer shall be solely responsible for determining any elevations that are pertinent to Buyer's plans and for deciding at what elevation and location Buyer desires to construct any improvements. This clause shall apply to Buyer and Buyer's successors, heirs and assigns.

Notice to Buyer: Seller is relying on written information obtained from official government records and from other sources relating to the particular property that is the subject of this transaction. This written information may include, but is not necessarily limited to, title documents, surveys of the property, topographical maps, information relating to flood zones and low lying areas, and written information concerning a test required or prescribed by a government agency.

Any square footage information on improvements furnished to Buyer is approximate. Buyer should confirm said information if it is important to Buyer.

If this is an owner financed transaction, Sellers' owner financing shall be a wrap-around mortgage and Seller shall remain liable for the underlying mortgage payable to Crockett National Bank.

This exhibit is an attachment to the Earnest Money Contract. In the event of any conflict between the Earnest Money Contract and the clauses in this exhibit, the clauses in the exhibit shall prevail.

Faxed and/or electronically mailed signatures shall be considered as originals for the purposes of this contract.

If this is an owner financed transaction, a deposit of \$\_\_\_\_\_\_is being paid to Creekside Ranch Group, LLC., with this contract.

Buyer\_\_\_\_\_ Seller\_\_\_\_\_