



Ector County Commissioners' Court

May 13, 2025

10:00 AM

Commissioners' Courtroom, Ector County Administration Building Annex, 1010 E. 8th St.,
Odessa, Texas

CALL TO ORDER- Judge Dustin Fawcett

INVOCATION- Commissioner Mike Gardner

PLEDGE OF ALLEGIANCE- United States and Texas

SPECIAL PRESENTATIONS/REQUESTS/RESOLUTIONS

1. *Public Participation/Comments, Shelby Rigtrup- Public Information Officer:*

To receive public comments on non-agenda related items.

2. *Presentation, Samantha Whirley- Commissioners' Court Secretary:*

To consider, discuss, and take any necessary action to *receive* a presentation from the Ector County Library Foundation regarding the new Ector County Library and Construction Project.

3. *Funding Authorization, Samantha Whirley- Commissioners' Court Secretary:*

To consider, discuss, and take any necessary action to *approve* a contribution of \$10,000,000.00 to the Ector County Library Foundation for the new Ector County Library and Construction Project pursuant to the Resolution signed by the Commissioners' Court on November 19th, 2024, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

4. *Donations, Amber Valles- Public Works Department Coordinator:*

To consider, discuss, and take any necessary action to *approve* donations from Landgraf Crutcher & Associates, Inc., in the amount of \$250.00, and Parkhill, Smith & Cooper, Inc., in the amount of \$200.00, Sewell Ford in the amount of \$750.00, and P² Emulsion in the amount of \$250.00 to the Public Works Department for the Ector County Community Clean Up Event.

5. *2025-2026 FY Budget Schedule/Priorities, Shelby Rigtrup- Public Information Officer:*

To consider, discuss, and take any necessary action regarding the 2025-2026 Fiscal Year budget schedule and priorities.

6. *Salary Grievance Committee, Shelby Rigtrup- Public Information Officer:*

To consider, discuss, and take any necessary action to announce and appoint *Salary Grievance Committee Members* for the 2025-2026 Fiscal Year Budget Cycle, in accordance with Title 5, Chapter 152, Section 152.014, Texas Government Code.

7. *Resolution, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action to *approve* a *Resolution* pertaining to a property tax freeze for seniors and people with disabilities, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

AWARD OF BIDS/PROPOSALS

8. *Request for Bid Specifications: Ector County Public Works Trucking/Hauling Services, Lucy Soto- Purchasing Director, Jeffrey Avery- Public Works Director:*

To consider, discuss and take any necessary action to *approve* the *Request for Bid Specifications* for *Ector County Public Works Trucking/Hauling Services, Project # 2025-IFB-085*; these specifications have been designed by the Public Works Department and the Purchasing Department and are ready to advertise and distribute to vendors upon approval from the Commissioners' Court.

9. *Department Copier Lease, Lucy Soto, Purchasing Director:*

To consider, discuss and take any necessary action to *approve* a new *5-Year Copier Lease* with CMC Business Systems, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; the award will use the *Texas DIRCPO-5428 Cooperative Contract* and will start on October 1st, 2025.

10. *Bid Awards: Road Materials, Lucy Soto- Purchasing Director, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action to *approve* the awards for *Road Construction Materials* to the following vendors: All Season Pre- Coated Patching Material (ASPPM), IFB No. 2025-IFB-071 award to Vulcan Material; Graded Base Material, PFB No. 2025-IFB-073 award to CSA Material, Green Dream International, and Hunter Ready Mix; Liquid Asphalt Emulsion IFB No. 2025-IFB-070 award to Ergon for CHFRS-Emulsion, award to P² for P2 CWE-2 Chip Seal Emulsion, award to Ergon for CSS-1H Emulsion, award to P² for P2 Road Stabilizer Emulsion, and award to P² for P2 Road Overcoat (ROC) Emulsion; it is requested to reject all bids and bid out with updated material for Seal Coat Aggregate, IFB No. 2025IFB-072.

CONTRACTS/AGREEMENTS/GRANTS

11. *Unclaimed Property Capital Credits for Counties Application, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve* an application for *Unclaimed Property Capital Credits for Counties*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

12. *Evaluation/Ranking of Responses: TCEQ MS4 Permit Management Project, Lucy Soto- Purchasing Director, Jeffrey Avery- Public Works Director:*

To consider, discuss, and take any necessary action regarding the evaluation/ranking of the responses submitted for the *Request for Qualifications- TCEQ MS4 Permit Management, Project # 2025-RFQ-068*, and authorize the start of negotiations for an agreement between Ector County, Texas, and Parkhill.

13. *MOU: Grand Canyon University, Sonja Puga- Ector County Health Department:*

To discuss, consider, and take any necessary action to *approve a Memorandum of Understanding (MOU)* by and between the Ector County Health Department and Grand Canyon University, and authorize Brandy Garcia, Health Department Director, and any other necessary party, to sign all documents associated with this agenda item.

14. *Grant Agreement: DSHS, Sonja Puga- Ector County Health Department:*

To consider, discuss, and take any necessary action to *approve a Grant Agreement, Contract No. HHS001588400019*, by and between the Ector County Health Department and the Texas Department of State Health Services (DSHS), and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

15. *Lease Agreement Approval, Julie Prentice- County Attorney, Shelby Rigtrup- Public Information Officer:*

To consider, discuss, and take any necessary action to *approve entering into a Lease Agreement* by and between Ector County, Texas, and Butler-Cohen for the building located at 204 N. Grant Ave., Odessa, TX 79761, legal description- Original Town, Block 36, Lot 22, commonly known as the "Henderson Drug Building", and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

16. *Renewal Contract- PermiaCare, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to *approve a Renewal Contract* by and between Ector County, Texas, and PermiaCare for *Mental Health Deputy Services*, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

17. *MOU Amendment: Meals on Wheels, Mary Salaz- Senior Citizen Centers Director:*

To consider, discuss, and take any necessary action to *approve an Amended Memorandum of Understanding (MOU)* by and between Ector County, Texas, and Meals on Wheels for the provision of meals for the Ector County Senior Centers, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

PERSONNEL REQUESTS

18. *Employee Transfer, Wes Carta- Environmental Enforcement/Emergency Management Director:*

To consider, discuss, and take any necessary action to *approve hiring Edgar Valenzuela as an Environmental Investigator* for the Ector County Environmental Enforcement Department; pay is requested at a Step 5 to match his previous department salary.

19. *New Hire/Appointment Request: Deputy Constable, Precinct #1, Wes Carta- Environmental Enforcement/Emergency Management Director:*

To consider, discuss, and take any necessary action to *receive* written applications for the appointment of Deputy Constables for Precinct #1, to *approve* the appointment of Edgar Valenzuela as Deputy Constable- Precinct #1, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

20. *Reserve Deputy Constables Request, Wes Carta- Environmental Enforcement/Emergency Management Director:*

To consider, discuss, and take any necessary action to *approve* the appointment of up to four *Reserve Deputy Constables* for Precinct #1 in accordance with Section 86.012, Texas Government Code, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

21. *Engineering Summer Internship Position, Amber Valles- Public Works Department Coordinator:*

To consider, discuss, and take any necessary action to *approve* creating a *Summer Internship Position* for the Public Works Engineering Department, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

22. *Employee Fund Transfer Request, Mike Griffis- Sheriff:*

To consider, discuss, and take any necessary action to *approve* transferring Denisse Portillo from 005-360-5103 to 005-420-5103, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; Ms. Portillo has been relocated to the jail to assist with administrative operations and will continue her duties in support of the unit at the jail.

POLICIES/PROCEDURES

23. *Racial Profiling Report, Wes Carta- Environmental Enforcement/Emergency Management Director:*

To consider, discuss, and take any necessary action to *approve* the *2025 Racial Profiling Report* in accordance with the Code of Criminal Procedure Article 2.131-2. 138, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

24. *GPS/Camera System Policies/Procedures, Amber Valles- Public Works Department Coordinator:*

To consider, discuss, and take any necessary action regarding the creation and implementation of policies/procedures regarding the County GPS/Camera System.

25. *Longevity Pay Policy, Shelby Rigtrup- Public Information Officer:*

To consider, discuss, and take any necessary action regarding the current *Ector County Longevity Pay Policy and Procedures*.

26. *Insurance Quote Request: TAC, Lucy Soto- Purchasing Director:*

To consider, discuss, and take any necessary action to *request* a quote from the Texas Association of Counties (TAC) on Third Party Administration for Medical, Prescription Drug, and Dental Benefits, Flexible Spending Accounts, Life Insurance, Health Reimbursement Accounts, and Stop-Loss Reinsurance.

27. *Videoconferencing, Samantha Russell- Commissioner, Precinct #3:*

To consider, discuss, and take any necessary action regarding the following *proposed agenda disclosure* pursuant to Title 5, Chapter 551, Section 551.127, Texas Government Code, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

"Pursuant to Title 5, Chapter 551, Section 551.127, Texas Government Code, one or more members of the Ector County Commissioners' Court may participate in this meeting remotely by videoconference. A quorum of the Commissioners' Court will be physically present at the above-listed location, which will be open to the public. Members of the public may attend the meeting at this location and will be able to see and hear any members participating via videoconference. Videoconferencing members will be visible and audible to the public for the duration of the meeting."

DEVELOPMENT SERVICES

28. *County Road Name Change Requests, Eddie Landrum- Development Services Director:*

To consider, discuss, and take any necessary action to approve renaming Appaloosa Drive to "Ezekiel Avenue", Pinto Lane to "Jolleyville Avenue", and Buckskin Drive to "Acura Avenue", and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; each proposed road is located in Ranch Acres, 2nd Filing, Precinct #1.

PUBLIC WORKS

29. *Fund Consolidation: Vehicle Purchases, Amber Valles- Public Works Department Coordinator:*

To consider, discuss, and take any necessary action regarding fund consolidation for vehicle purchases within the Public Works Department budget.

30. *On-Site Fuel Stations Proposal, Amber Valles- Public Works Department Coordinator:*

To consider, discuss, and take any necessary action regarding possible *on-site fuel stations* available at various County properties.

CONSENT AGENDA

31. *Proposed Consent Agenda, Shelby Rigtrup- Public Information Officer:*

To consider, discuss, and take any necessary action regarding the following *Proposed Consent Agenda*:

31a.) Unimproved Property Contract:

To consider, discuss, and take any necessary action to *approve an Unimproved Property Contract* by and between Ector County, Texas, and Victor Kirk Gaxiola and Dennis Alberto Gaxiola, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

- 31b.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Ramiro Jimenez Hernandez and Angel T. Urias, authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31c.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Sara Yurida Cuevas Mascorro, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31d.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Samantha Adriana Davila, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31e.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Edgar Corrales Tercero, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31f.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Hugo Escarsega-Mora and Cruz Celia Zubia, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31g.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Janette Anchondo Favela, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31h.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Karen Edith Magallanes Conteras, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31i.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Rodrigo Guerra Otero, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

- 31j.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Luis Suarez, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31k.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Sonia Jaquez Valenzuela, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31l.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Gabriel Serrano Carrasco, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31m.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Susanna Mendoza, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31n.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Karime Lozano Hernandez and Yurika Chavez, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31o.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Hervey Levario Jr., and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31p.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Ever Vergara, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.
- 31q.) Unimproved Property Contract:
- To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Jose Banuelos, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

31r.) Unimproved Property Contract:

To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and BPBK, LLC., and authorize the County Judge, and any other necessary party, to sign all documents associated with this item.

31s.) Unimproved Property Contract:

To consider, discuss, and take any necessary action to *approve* an *Unimproved Property Contract* by and between Ector County, Texas, and Erasmo Antonio Quezada Miranda, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

BUDGET/FINANCIAL

32. *County Airport Expenses, Amber Valles- Public Works Department Coordinator:*

To consider, discuss, and take any necessary action to discuss County Airport expenses and which departments are responsible for associated expenses.

33. *Authorization of Payment: JP #1 Laptop, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve* payment of a laptop in the amount of \$1,198.10, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item; this item was delivered to the Ector County Courthouse, but never received by Justice of the Peace #1.

34. *Budget Amendment Request, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve* a *budget amendment* to General Fund, Justice of the Peace #1, Departmental Furniture & Equipment, 001-201-4199 from Unreserved Fund Balance, 001-3310 for \$1,200.00, and authorize the County Judge and County Clerk to sign all documents associated with this agenda item.

35. *Financial Reports/Statements, Tristan Marquez- County Auditor:*

To consider, discuss, and take any necessary action to *approve* the *Accounts Payable Fund Requirements Report* for May 13th, 2025, and review County financial statements and reports.

PROJECTS/WORKSHOPS

36. *Courthouse Design-Build Project: Kickoff Meeting/Visioning Workshop, Shelby Rigtrup- Public Information Officer:*

To consider, discuss, and take any necessary action to hold a *Visioning Workshop* with the Design-Build team regarding the Ector County Courthouse Design-Build Project.

EXECUTIVE SESSION

37. *Legal Matters, Eddie Landrum- Development Services Director:*

To consider, discuss, and take any necessary action regarding *legal matters* pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code, in relation to adopted County regulations on platting & replatting and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

38. *Legal Matters, John Henderson- Commissioners' Court Attorney and Grant Writer:*

To consider, discuss, and take any necessary action regarding *legal matters* pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code, in relation to the possible annexation of the future site of the Ector County Juvenile Detention Center by the City of Odessa.

39. *Legal Matters, John Henderson- Commissioners' Court Attorney and Grant Writer:*

To consider, discuss, and take any necessary action regarding *legal matters* pursuant to Title 5, Chapter 551, Section 551.071, Texas Government Code, in relation to oil and gas production located at the Ector County-Odessa Schlemeyer Field Airport.

40. *Personnel Matters, Lucy Soto- Purchasing Director:*

To consider, discuss, and take any necessary action regarding *personnel matters* pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code, in relation to corrections on a "change in status" form for a staff member, and authorize the County Judge, and any other necessary party, to sign all documents associated with this agenda item.

41. *Personnel Matters, Dustin Fawcett- Ector County Judge:*

To consider, discuss, and take any necessary action regarding *personnel matters* pursuant to Title 5, Chapter 551, Section 551.074, Texas Government Code, in relation to the Ector County Human Resources Director position.

ADJOURN

If necessary, following any closed or executive meeting, the Commissioners' Court will convene in open session to take any final action, decision, or vote on any matter deliberated in a closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

If, during the course of the meeting covered by the notice, the Commissioners' Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners' Court on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

Posted on May 08, 2025
At 05:06 PM

A handwritten signature in black ink that reads "Marco Dominguez". The signature is written in a cursive style with a large, stylized 'M' and 'D'.

Deputy Ector County Clerk

The Ector County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Ector County Commissioners' Assistant at (432) 498-4000 or 1070 East 8th Street, Room 7 78, Odessa, Texas 79761 during normal business hours and at least one (1) business day in advance.

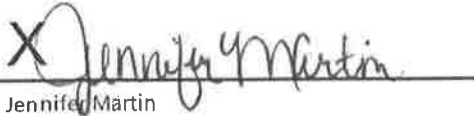
If necessary, following any closed or executive meeting, the Commissioners' Court will convene in open session to take any final action, decision, or vote on any matter deliberated in a closed meeting which has properly been noticed in compliance with Chapter 551 Government Code of Texas.

If, during the course of the meeting covered by the notice, the Commissioners' Court needs to meet in executive session, then such closed or executive meeting or session, pursuant to Chapter 551, Government Code of Texas, will be held by the Commissioners' Court on the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the Court may conveniently meet in such closed or executive meeting or session convening and concerning any and all subjects and for any and all purposes permitted by Chapter 551 of said Government Code.

X 

Dustin Fawcett
Ector County Judge

ATTEST:

X 

Jennifer Martin
County Clerk

The Ector County Commissioners' Court meetings are available to all persons regardless of disability. Individuals with disabilities who require special assistance should contact the Ector County Commissioners' Assistant at (432) 498-4000 or 1010 East 8th Street, Room 118, Odessa

ECTOR COUNTY
2025-2026 BUDGET CALENDAR

(Note: These dates are aspirational and subject to revisions)

- Tuesday
4/1/25 Send budget request forms to elected officials and department heads.
- May 2025 Select grievance committee members.
- Wednesday
04/30/25 **ALL BUDGET REQUEST FORMS ARE DUE IN COUNTY JUDGE'S & AUDITOR'S OFFICE.**
- May
2025 County Judge schedules budget hearings for departments to meet individually with the County Judge, Auditor, and One Commissioner to go over budget requests.
- Friday
6/13/25 Post meeting notice for budget meeting/hearing to be held on June 17, 2025.
- Tuesday
6/17/25 Commissioners Court to begin 2025-2026 Budget Request Hearings.
- Wednesday
6/18/25 Commissioners Court to resume 2025-2026 Budget Request Hearings.
- Thursday
6/19/25 Commissioners Court to resume 2025-2026 Budget Request Hearings.
- Friday
7/25/25 **CERTIFIED TAX ROLL RECEIVED BY COUNTY JUDGE.**
- Wednesday
8/6/25 Written notice to elected officials re salary
- Wednesday
8/6/25 County Judge files budget proposal per Texas Local Government Codes 111.003 and 111.006
- 5 days after Salary grievances due written notice
- Week of
8/4/25 Run newspaper ad for one week advising of a Public Hearing on Budget, Salaries, Tax Rate Calculations and possible Public Hearing on Tax Rate (must be separate hearings) commencing at **10:00 A.M.** on Tuesday, August 26, 2025. (at least 10 days prior nor more than 30 prior to hearings)
- Friday
8/8/25 Post agenda notice for Commissioners Court meeting to vote to approve **PROPOSED 2025-2026 Budget**, schedule public hearing on tax increase, schedule public hearing on 2025-2026 budget.
- Tuesday
8/12/25 Vote to propose **PROPOSED 2025-2026 ECTOR COUNTY BUDGET.**
File a copy of the **2025-2026 PROPOSED BUDGET** with the County Clerk for a period of at least fifteen (15) days.

Friday
8/22/25 Post meeting notice for a Public Budget Hearing to commence at 10:00 A.M. on Tuesday, August 26, 2025.

Tuesday
8/26/24 Public Budget & possible Tax Hearing(s) to commence at 10:00 A.M. to hear comments from the public regarding the **PROPOSED 2025-2026 ECTOR COUNTY BUDGET**. All corrections/revisions to the proposed budget may be made at this time, if necessary. Vote to ACCEPT the **2025-2026 ECTOR COUNTY BUDGET**.

Friday
8/22/25 Post agenda notice for adoption of the **2025-2026 ECTOR COUNTY BUDGET**, set tax rate, set the exemptions and set early payment discounts.

Tuesday
8/26/25 Commissioners Court to **ADOPT** the **2025-2026 ECTOR COUNTY BUDGET**, **ADOPT 2025-2026 TAX RATE**, set the exemptions and set early payment discounts if any.



STATE OF TEXAS
COUNTY OF ECTOR

RESOLUTION

WHEREAS, Ector County, Texas, offers an ad valorem (property) tax exemption to seniors and people with disabilities. The current over 65 property tax exemption is \$25,000.00 and for people with disabilities is \$3,000.00.

WHEREAS, State law allows counties to adopt a property tax rate freeze for seniors and people with disabilities pursuant to Texas Tax Code, Section 11.261(b); and

WHEREAS, property tax increases impact affordability for constituents, particularly for those on fixed incomes including many seniors and people with disabilities; and

WHEREAS, a property tax freeze for seniors and people with disabilities could offset the burden of property tax increases.

NOW, THEREFORE, BE IT RESOLVED, the Ector County Commissioners' Court is directed to implement a freeze on the taxable value of homesteads based on the 2025 tax roll for seniors and people with disabilities as authorized by the Texas Tax Code, Section 11.261(b).

SIGNED and ADOPTED this the 13th day of May, 2025.

Dustin Fawcett, Ector County Judge

Mike Gardner, Commissioner, Pct. #1

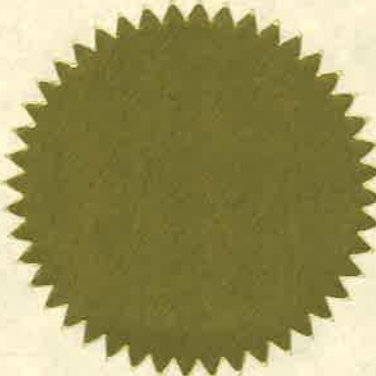
Greg Simmons, Commissioner, Pct. #2

Samantha Russell, Commissioner, Pct. #3

Billy Hall, Commissioner, Pct. #4

ATTEST:

Jennifer Martin, Ector County Clerk





**Ector County
1010 E. 8th Street
Odessa, Texas 79761**

2025-IFB-085

ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES

**Ector County requests that Respondents use the OpenGov software
<https://www.co.ector.tx.us/page/ector.opengovbidsandproposals> in order to submit your
response.**

However, the County will accept hard copies of responses.
All sealed bids should be received by the Ector County Purchasing Agent, Attn: Lucy Soto 1010
E. 8th Street, Odessa, TX 79761 prior to the response deadline. If a Respondent chooses to
submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and
clearly marked "ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING
SERVICES." The Respondent's firm name shall appear on the outside of the envelope.

See attached bid specifications and conditions

**ECTOR COUNTY COMMISSIONERS COURT RESERVES THE RIGHT TO ACCEPT ANY
QUALIFIED BID OR REJECT ANY OR ALL BIDS**

The County of Ector does not discriminate on the basis of race, color, national origin, sex,
religion, age, and disability in employment or the provision of services.

The mission of Ector County is to provide quality public service to its citizens in a timely, efficient and courteous manner. Ector County strives to accomplish this objective while maintaining fiscal responsibility and governmental accountability to safeguard the public trust.

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ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES
2025-IFB-085

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6. PRICING PROPOSAL
7. VENDOR QUESTIONNAIRE.....

The information contained in this document does not, and is not intended to, constitute legal advice; instead, all information, content, and materials contained in this document are for general informational purposes only. The information herein may not constitute the most up-to-date legal or other information. No reader, or user of this document should act or refrain from acting on the basis of information in this document without first seeking legal advice from counsel in the relevant jurisdiction. All liability with respect to actions taken or not taken based on the contents of this document are hereby expressly disclaimed.

If any of the above items are not included, you should immediately contact the Ector County Purchasing Department located at 1010 E. 8th Street, Room 110, Odessa, Texas 79761 in person or by mail, by calling 432-498-4020, or by email at lucy.soto@ectorcountytexas.gov, and request the missing information.

Ector County assumes no responsibility for omissions or duplications because of the arrangement of the bid document's conditions and/or specifications.

1. INTRODUCTION

1.1. TIMELINE

Specifications approved by Commissioners Court:	May 13, 2025
1st Advertisement:	May 17, 2025
2nd Advertisement:	May 24, 2025
VIRTUAL Pre-Bid Meeting (Non-Mandatory):	May 30, 2025, 3:00pm https://events.gcc.teams.microsoft.com/event/81b63f81-6197-4830-86de-cad6612ec79b@1f6cbbe1-fc21-4e0e-b5d0-7fd701a3cdcc
Questions Due:	June 4, 2025, 5:00pm
Questions Answered:	June 6, 2025, 5:00pm
Bids Due/Bid Opening:	June 11, 2025, 2:00pm

1.2. SUMMARY

Truck hauling scope of work

Ector county public works has need of hauling of various materials to county road projects and stockpile yards within the county. Materials to be hauled will be but not limited to, hot asphalt, caliche, crushed rock for chip sealing and water and other road materials.

The county is looking for hourly rates on bell dumps, end dumps both 12- and 18-yard loads will be covered while hauling and water trucks. The water trucks (18-Wheelers) will need to be equipped with a spray bar. These rates will include a rate for standby time. Successful bidders will work with the county supervisor at an acceptable time for each haul and time will be sign off daily by the county supervisor in charge of that project. Billing will be every two weeks and will run through the normal county pay process.

1.3. OPENGOV

Ector County Purchasing Department has transitioned to OpenGov Procurement for Contractor and Vendor registration, posting, bid submittals, bid receipts, quotes, and proposals for solicitations. Contractors/Vendors are strongly encouraged to register with OpenGov Procurement at <https://procurement.opengov.com/signup> to participate in active solicitations. **Registration is 100% free for vendors.** To maximize your opportunity please register with OpenGov, so you don't miss any updates.

Should you need technical assistance with OpenGov, the following options are available:

Email: procurement-support@opengov.com

Phone: (855) 680-4747 8AM-8PM Monday-Friday

Web: <https://help.procurement.opengov.com>

1.4. PURCHASING

Any technical questions concerning product specifications and/or document preparation prior to the bid opening date should be directed to, and asked within the eProcurement software OpenGov.

Procurement Contact:

Lucy Soto, Phone (432) 498-4020, Email lucy.soto@ectorcountytexas.gov and

Dianna Navarrette, Phone (432) 498-4020, Email dianna.navarrette@ectorcountytexas.gov.

Department Head:

Lucy Soto CPPO, NIGP-CPP, CPPB

Purchasing Agent

Email: lucy.soto@ectorcountytexas.gov

Phone: (432) 498-4020

2. **GENERAL CONDITIONS**

The Commissioner's Court of Ector County is requesting bids from qualified bidders for the purchase of ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES, in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

2.1. PURPOSE

The purpose of these specifications are to provide sufficient information to allow bidders the opportunity to submit a bid on the requirements for ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES.

2.2. BID INSTRUCTIONS

- A. A complete bid consists of the return of the Request for Bid (BID), signed by an authorized official, attachments, certifications, enclosures herein, properly and legibly executed, and responses to the technical section.
- B. **Addendum:** Any interpretation, corrections or changes to these specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the Ector County Purchasing Department. Addenda will issued through the eProcurement Portal.
- C. It is understood that Ector County reserves the right to accept or reject any/or all bids and to waive any technicalities as it shall deem to be in the best interest of Ector County. Receipt of any bid shall under no circumstances obligate Ector County to accept the lowest offer.

- D. **Late Bids**: Bids received in the Ector County Purchasing Office after submission deadline shall be returned unopened and will be considered void and unacceptable. Ector County is not responsible for unmarked bids; bids delivered to the wrong location, lateness of mail, carrier, etc., and time/date stamp clock in the Purchasing Office shall be the official time of receipt.
- E. **Deadline Extensions**: Ector County reserves the right to make a judgment call to extend any deadline. All deadline extensions will be posted as an addendum on the Ector County Purchasing Website. If there is an unforeseen event causing the County to close for business or delay opening, the submission deadline may be extended. If the unforeseen event causes delays in carrier service operation, the County may issue an addendum to extend the deadline.
- F. **Altering Bids**: Bids cannot be altered or amended after bid closing. Any alteration or erasure made before bid closing time must be initialed by signer of the bid, guaranteeing authenticity. After the due date, bids become the property of Ector County.
- G. No oral, no emails or facsimile bids will be considered.
- H. A bid may not be withdrawn for a period of ninety (90) days after bid closing and bidders so agree upon submittal of their bid.
- I. **Opening of Bids**: Bids will be received and publicly opened at the location, date and time stated in the Timeline. Bidders, their representatives, and interested persons may be present.
- J. **Confidentiality**: All information disclosed by Ector County to the successful bidder for the purpose of the work to be done or information that comes to the attention of the successful bidder during the course of performing such work is to be kept strictly confidential. **Trade secrets and such confidential information contained in the bid and identified as such by the bidder shall not be disclosed at any time, unless required by law.**
- K. **Preparation of Response to Bids**: Bidders are required to submit a complete solicitation response that satisfies all the requirements. Each bid is required to address, with a written response, each requirement in all sections of the bid and in the same format and sequence as the details presented in this document. Any bid not conforming to the specifications may be rejected.
- L. **Contract**: This bid and submitted documents, when approved and accepted by the Commissioners Court of Ector County, shall constitute a contract equally binding between the successful bidder and Ector County. No different additional terms will become part of this contract with the exception of Change Order.

- M. **Change Order**: No oral statement of any person shall modify or otherwise change, or effect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Purchasing Agent of Ector County.
- N. The fact that a manufacturer chooses not to produce equipment and/or provide services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Where deviations from the specifications contained herein are necessary, the bidder shall state why, in their opinion, the product and/or services they offer will render equivalent reliability and performance. Failure to detail all such deviations will comprise sufficient grounds for rejection of the bid.
- O. **Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the County desires to purchase. Bids on equal items of like quality and performance will be considered if the bid is noted and fully descriptive brochures are enclosed. The County reserves the right to determine recognized and accepted equal substitutions. If notation of substitution is not made, it is assumed the bidder is proposing the items exactly as specified.**
- P. **Any exceptions to the specifications shall be noted in the bid response.**
- Q. **By submitting a bid, the bidder agrees to all specifications and conditions.**
- R. Bidder must comply with all federal, state, County and local laws governing or covering this type of service.

2.3. GENERAL CONDITIONS

- A. In setting forth these specifications, it is the desire of Ector County to offer equal opportunity to all bidders.
- B. During the performance of this bid, the bidder agrees not to discriminate against any employee or applicant for employment because of race, color, national origin, age, religion, gender, marital or veteran status, handicapping condition, or political belief.
- C. Ector County requests that Respondents use the OpenGov software <https://www.co.ector.tx.us/page/ector.opengovbidsandproposals> in order to submit your response. However, the County will accept hard copies of responses. All sealed bids should be received by the Ector County Purchasing Agent, Attn: Lucy Soto 1010 E. 8th Street, Odessa, TX 79761 prior to the response deadline. If a Respondent chooses to submit a Hard Copy Bid, it must be delivered in a sealed envelope, with a return address and clearly marked " ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES." The Respondent's firm name shall appear on the outside of the envelope.
- D. It is the responsibility of the bidder to familiarize themselves with the facilities, utilities, equipment, storage capabilities and/or dispensing equipment needs of the County in this bid.
- E. The County must be notified of any back order immediately after the order is placed.

- F. A service level of 98% must be maintained for all the bid items.

2.4. QUALIFICATION OF BIDDER

Bidder must, at the request of the County, furnish satisfactory evidence of their ability to furnish the product and/or services in accordance with these terms and conditions of the specifications. Only bidders who can demonstrate to the satisfaction of the County that they are authorized to sell the proposed items or provide the services requested will be considered.

2.5. PERIOD OF CONTRACT

- A. The successful bidder will be awarded a one (1) year contract for the firms' service starting from award and approval from Ector County's Commissioner's Court, with an option to renew for an additional one (1) year service period, by consent of both parties, in writing, at the same proposed rates and conditions.
- B. Ector County reserves the right to cancel this contract at any time by giving thirty (30) day prior written notification.

2.6. ANNUAL RATE ADJUSTMENTS

The rates outlined in this agreement may be adjusted annually; however, any such adjustment shall not exceed five percent (5%) of the previous year's rates. All rate adjustments are subject to mutual agreement and must be communicated in writing at least thirty (30) days prior to the start of the new contract year.

2.7. QUANTITIES

Quantities listed hereon are estimated, based on proposed requirements. It is specifically understood and agreed that these quantities are approximate and increased quantities will be paid at the regular quoted unit price and the bidder shall not have any claim against the County for any quantities less than the estimated amount.

2.8. PUBLIC BID OPENING

Bids will be received and publicly opened at the location, date, and time posted in these specifications. Bidders, their representatives, and interested persons may be present. Trade secrets and such confidential information contained in the Bid and identified as such by the Bidder shall not be disclosed at any time unless required by law.

2.9. PRICING

- A. Requirements for the County will be ordered from a single or multiple supplier(s). Bidders shall price their proposal accordingly.
- B. Pricing shall be FOB delivery points identified in these specifications. Additional charges for packaging, handling fees, etc., will not be allowed. All charges must be stated on bid.
- C. Unit prices shall be shown where required and where there is an error in the extension of price, the unit price shall govern.

- D. The County is by statute exempt from State Sales Tax therefore, the bid price shall not include tax.
- E. The bid prices must be good for ninety (90) days after the bid opening date.
- F. Items invoiced will be by order unit of measure included in the specifications.
- G. Pricing information as submitted by the successful bidder shall remain firm for the entire term and/or extensions of the bid. Price increases will not be allowed.

2.10. BASIS OF AWARD

- A. Ector County reserves the right to accept or reject any qualified bid or to reject any and all bids, and to waive minor informalities. Ector County is not liable for any costs incurred by the bidder in the preparation of a response to this bid.
- B. Ector County reserves the right to negotiate with any or all bidders, and also reserves the right to award a contract to other than the bidder submitting the lowest cost bid, without negotiations.
- C. Ector County reserves the right to award this contract to the bidder that demonstrates the best ability to fulfill the requirements and needs of Ector County
- D. The bid will be awarded on a total basis to a single, or multiple bidder(s) considering all the requirements.
- E. An award may be granted with the successful bidder by purchase order or award letter.
- F. The successful bidder shall commence work only after the approval of a completely executed contract and/or the County's Master Service/Insurance requirements, if required by the County.
- G. The agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of Ector County. The County may award one Primary and one Secondary vendor by portions or for the entire bid. Ector County may award a single vendor, multiple vendors, or use any combination that serves the best interest of the County.

2.11. EVALUATION CRITERIA

- A. The Bid will be awarded to the lowest most responsible and responsive Bidder as determined by the County. Ector County has the right to vet all bidders for experience, successful timely projects, and workmanship.
- B. **The Bid will be awarded on the basis of the County's total requirements, to one, or multiple Bidder(s).**

2.12. PROTESTS

Protests before award must be submitted in writing to the Purchasing Agent not later than six (6) calendar days before bid opening, and protests after award must be submitted within ten (10) calendar days after award by the Commissioners Court. The Purchasing Agent shall rule on the protest in writing within ten (10) calendar days after the date of receipt. Any appeal of the Purchasing Agent's decisions must be made within ten (10) calendar days after receipt and submitted to the Purchasing Agent, who shall present the matter for final resolution to the Commissioners Court and be afforded an opportunity to present evidence in support of their appeal. The appellant shall be notified of the time and place the appeal is to be heard by the Commissioners Court and be afforded an opportunity to present evidence in support of their appeal.

2.13. MASTER SERVICE AGREEMENT & INSURANCE REQUIREMENTS

The County reserves the right to award this Bid to the Bidder that demonstrates the best ability to fulfill the requirements and needs of Ector County. The successful Bidder shall commence work only after the approval of a completely executed Ector County Master Service Agreement and Insurance requirements.

2.14. VENDOR REFERENCE

The Bidder is required to provide at least three (3) references for a similar size and scope assignments completed in the past five years. Please give the client's name, contact details of the responsible staff (name, position, contact telephone, and email) and a brief description of the assignment completed, including the date when services were provided.

If it is necessary, Ector County may contact the references provided to request information on the quality of services delivered by your company.

3. PURCHASE PROVISIONS

3.1. RISK OF LOSS

Bidder shall bear the risk of loss of, or damage to, each item purchased until each item has been delivered to the location of installation or placement. Upon such delivery, all risk of loss of or damage to, each such item shall be borne by the bidder until inspected and accepted in writing by the participating County's authorized representative. Bidder agrees that it shall maintain adequate insurance on the items purchased until accepted as required herein.

3.2. FUNDING OUT CLAUSE

Any award pursuant to this bid shall be contingent on sufficient funding and authority being made available in the fiscal period by the appropriate officials of the County. If sufficient funding or authority is not made available, the bid and/or award shall become null and void.

3.3. RELATIONSHIP

The relationship between parties to this contract shall be that of independent contractors. Nothing contained in these specifications shall be interpreted or construed as establishing an agency or

employer/employee relationship between the parties or between either party and the employees or representatives of the other party.

3.4. AUTHORIZED DISTRIBUTOR

Bidder hereby warrants that it is an authorized distributor and agrees that it has complete contractual responsibility and authority to sell the items being purchased.

3.5. DELIVERY AND SERVICE REQUIREMENTS

1. Delivery and/or Service shall be made by the bidder's representative.
2. Unless otherwise specified, all goods are to be shipped to each department. Title to the materials specified in the contract passes to the County on the date of acceptance of the items by the County.
3. All of the system support, supplies, and maintenance must be provided by the bidder. The services to be performed by the bidder shall not be assigned, sublet, or transferred without written approval of the Ector County Commissioners Court.
4. Bidder agrees to the delivery and/or service of the product to the locations of each County location involved.
5. The delivery and/or service of the product shall be considered a prime part of this contract. Failure to state delivery and service capabilities may cause the bid to be rejected.
6. Bidder agrees to be responsible for any loss or damages, or both, until materials have been delivered and accepted at destination.
7. Loss or damage discovered at time of delivery/install to the County shall be noted and reported to bidder promptly for a resolution. Loss or damage discovered after delivery/install to the County shall be promptly reported to the bidder. All claims for damages occurring in transit shall be filed by the bidder. The County shall not be responsible for filing of any damage claim and no payment for items will be made by the County until received in acceptable condition. The bidder agrees that any such loss or damage shall not release the bidder from any obligation hereunder.

3.6. WARRANTIES

- A. The bidder warrants and represents that the County shall acquire upon completion of payment, good and clear title, free and clear of all liens, and claims or encumbrances of any kind.
- B. The bidder warrants materials supplied under this contract to conform to the specifications herein, to be free from defects in material and workmanship, and are fit for the purpose for which such materials are ordinarily employed. The County and bidder agree that this

contract does not exclude or in any way limit other warranties provided for in this contract by law.

- C. The bidder warrants that the services proposed to the County shall conform to the standards promulgated by the U.S. Department of Labor under the operational Safety and Health Act of 1970.
- D. The bidder agrees that the goods, equipment, supplies, and/or services furnished under this contract shall be covered by the most favorable commercial warranties offered by the bidder to the County of such goods, equipment, supplies, and/or services.
- E. The bidder shall not limit or exclude any express, written or implied warranties and any attempt to do so shall render this contract voidable at the option of the County.

3.7. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT

In the event of any claim of suit against any County on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the bidder shall defend the County against any such suit or claim and hold the County harmless from any and all expenses, court costs, and attorney's fees in connection with such claim or suit. The bidder's contractor liability insurance shall cover the bidder's and County's obligations under this paragraph.

3.8. TERMINATION - THE COUNTY MAY, SUBJECT TO THE PROVISIONS BELOW, BY WRITTEN NOTICE OF DEFAULT TO THE BIDDER, TERMINATE THE WHOLE OR ANY PART OF THIS PROJECT IN ANY OF THE FOLLOWING CIRCUMSTANCES:

- A. If the bidder fails to perform within the time specified herein or any extension thereof; or
- B. If the bidder fails to perform any of the provisions of this bid shall action constitute a breach of the project, in which case, Ector County, at its' discretion, may require corrective action within a period of 10 days (or such longer period as the County may authorize in writing), after receipt of notice from the County specifying such breach. Failure to make correction as required by the Ector County Commissioners Court shall constitute a default.
- C. Ector County reserves the right to terminate the project immediately in the event the successful bidder fails to perform in accordance with the accepted bid.
- D. Continuing non-performance of the bidder in terms of specifications shall be a basis for the termination of the project by the County.
- E. The termination notice shall state the reasons for cancellation of the project.

- F. Upon default by the bidder, Ector County may enforce the performance of their bid in any manner provided by law, and at its' discretion, may contract with another party with or without solicitation of bids or further negotiation.
- G. At a minimum, bidder shall be required to pay any difference in the cost of securing the products or services covered by this project from another source, plus reasonable administrative costs and attorney's fees.
- H. Ector County shall not pay for work, equipment, supplies, and/or services which are unsatisfactory.
- I. In the event the county terminates this project in whole or in part, as above provided, the County may procure, upon such terms and in such manner as the County may deem appropriate, service similar to those so terminated, and the bidder shall be liable for any excess costs for such similar items, provided that the bidder shall continue the performance for this project to the extent not terminated under the provisions of this paragraph.
- J. The County shall not be liable for any excess costs if the failure to perform the project arises out of causes beyond the control and without the fault or negligence of the bidder.
- K. The bidder, in accepting the project, agrees that the County shall not be liable for damages in the event that the County declares the bidder in default hereunder.
- L. The County reserves the absolute right to terminate the project in whole or in part at its' sole discretion with a 30 days written notice to the bidder.

3.9. TAXES

All fees due to bidder under this Bid are exclusive of any taxes legally imposed on the licensing, delivery or use of items purchased. All taxes including any sales, use or import taxes are the responsibility of and shall be paid by bidder. Bidder shall not include State of Texas limited sales excise and use taxes in their invoices or vouchers and statements of cost. The County is exempt from payment of such taxes and an exemption certificate can be furnished to the bidder if requested.

3.10. INVOICES

Invoices should be mailed directly to:

- A. Invoices shall be emailed directly to Ector County: Ector County Auditor, accountspayable@ectorcountytx.gov, and the authorized the Public Works Department Personnel including: jeffrey.avery@ectorcountytx.gov, amber.valles@ectorcountytx.gov, manuel.carillo@ectorcountytx.gov
- B. The invoices shall show:
 - Name and address of proposer.

-Detailed breakdown of all charges for the services delivered stating any applicable period of time.

- C. Invoices shall be based on actual services rendered/products delivered.
- D. Invoices shall include reference to load counts, truck types, material hauled, and dates of service
- E. If any items are not correct, these items shall be corrected before delivery driver leaves. In accordance with Chapter 2251 of the Government Code, payment will be made after receipt and acceptance by the County of all completed services and receipt of a valid invoice.
- F. In the event invoices cannot be emailed, they are to be directed to: Ector County Auditor, 1010 E. 8th Street, Room #121, Odessa, Texas, 79761, AND Public Works Department, 7613 W. Dunn, Odessa Texas, 79761.

3.11. PAYMENT

Payment(s) may be made to the bidder, shall be paid on a thirty (30) day term, after a copy of the itemized invoice is presented to the entity for their acceptance and approval. Original invoices will be processed after notification that receipt of merchandise and/or services have been made to the Entity's satisfaction, and invoiced according to be awarded pricing. Ector County will pay only after the items have been delivered to the County's satisfaction and acceptance, and invoiced according to the awarded pricing.

3.12. COUNTY USAGE OF INFORMATION

The information submitted by any bidder will be used by the County to evaluate the bidder's bid. The County reserves the right to use any other information which it obtains in order to evaluate submitted bids and to make the award.

3.13. STANDARDS OF PRODUCTS AND SERVICES

It is required that bidders respond to this solicitation with standard, currently available products and services that been in operation for a period of time greater than six (6) months. This approach will ensure that minimum time and effort is spent in developing new products should a bid be awarded and that the associated costs of such a bid will be as low as possible.

3.14. BIDDER INSPECTION

Bidder shall make the necessary inspections to familiarize themselves with all existing specifications of the conditions involving the County facility, and/or units, which may affect the performance of this contract. Failure on the part of the bidder to make an inspection and raise questions or clarification thereof, shall not be grounds for any adjustment to the contract price or the period of performance after award is made.

3.15. ERRORS AND OMISSION

Due care and diligence have been used in preparation of this bid, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all the information presented herein, shall rest solely with the bidder. Ector County its representatives shall not be responsible for errors or omissions in these specifications, nor for failure on the part of the bidder to determine the full extent of the exposure.

3.16. TESTING

Ector County reserves the right to conduct whatever tests deemed necessary to identify a pre-qualified material and determine if there is a change in the composition, manufacturing process, or quality that may affect its durability or performance. In case of variance, the County's tests will govern.

3.17. CORPORATE STRUCTURE

In case of change of corporate structure or loss of identity by assimilation or merger with other companies, this contract shall remain in effect and be binding on the successor company(ies).

4. GENERAL PROVISIONS

4.1. VENUE

The obligations of the parties to this contract are performable in Odessa, Ector County, Texas, and if legal action is necessary to enforce the same, exclusive venue shall lie in Odessa, Ector County, Texas.

4.2. GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws of and court decisions of the State of Texas.

4.3. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this contract.

4.4. ASSIGNMENT

This contract cannot be assigned without the prior written consent signed by both parties.

4.5. COUNTERPARTS

This contract may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

4.6. CAPTIONS

The captions to the various clauses of this contract are for informational purposes only and shall not alter the substance of the terms and conditions of this contract.

4.7. SUCCESSORS AND ASSIGNS

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, except as otherwise indicated in this contract, their assigns.

4.8. NON-DISCRIMINATORY POLICY

Bidder agrees that as to all of its programs and activities conducted on the subject premises, it shall comply fully with all Civil Rights Acts and specifically will not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being handicapped.

4.9. COMPLIANCE WITH APPLICABLE LAWS

The contract is subject to all legal requirements in the local, state, and federal laws and the bidder agrees that it will comply with all applicable laws, regulations, and orders and rules of the City, County, State, and all other governmental agencies. Bidder agrees to obtain and bear the expense of any required permit or license.

4.10. INTEREST OF MEMBERS OF A COUNTY

No member of the governing body of the County and no other officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and carrying out of the business of the County, shall have any personal financial interest, direct or indirect, in this contract and the bidder shall take appropriate steps to assure compliance.

4.11. INTEREST OF OTHER LOCAL PUBLIC OFFICIALS

No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the business of the County, shall have any personal financial interest, direct or indirect, in this contract; and the bidder shall take appropriate steps to assure compliance.

4.12. ENTIRE CONTRACT

This contract including the conditions, specifications, required attachments and the bid which embodies the complete contract of the parties hereto, superseding all oral and written previous and contemporary contracts between the parties and relating to the matters in this contract, and expect as otherwise provided herein cannot be modified without prior written agreement of both parties to be attached to and made a part of this contract.

4.13. FORCE MAJEURE

Neither the participating County nor bidder shall be required to perform any term, condition, or agreement in this contract so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, civil riots, floods, and any other cause not reasonably within the control of the County or bidder except as herein provided, and which by the exercise of due diligence, the County or bidder is unable, wholly or in part, to prevent or overcome.

4.14. INDEMNITY-LIABILITY

Bidder agrees to protect, defend, indemnify, and save the County, its officers, and employees harmless from and against all claims, demands, and causes of action of every kind and character, without limit and without regard to the cause or causes thereof, or the negligence of any party or parties, including the negligence of the County, its officers, and employees, whether such negligence be sole, joint, or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the activities of the bidder.

4.15. INDEMNITY-DEFENSE

Bidder shall also indemnify, protect and save the County, its directors, officers, and employees harmless against any and all cost or expense of whatever kind of nature, including costs of litigation, attorney fees, and reasonable expenses in connection therewith whether or not such loss, injury, or damage shall be valid or groundless, and bidder shall be bound and obligated to assume the defense thereof, including any settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgements, awards or expenses resulting from or arising out of such injuries, death or damages without reimbursement from the County. It is understood and agreed by bidder that in case the County, its officers, agents, employees, are made defendant in any suit or action and bidder fails or neglects to assume the defense thereof, after having been notified to do so by the County, that the County may compromise and settle or defend any such suit or action, the bidder shall be bound and obligated to reimburse the County for the amount expended by it in settling and compromising any such claim, or in the amount expended by the County in paying any judgement rendered therein, together with all reasonable attorney's fees incurred by the County by reason of its defense or settlement of such claims.

4.16. INDEMNITY - SUB-CONTRACTORS

The bidder agrees that it will indemnify and save the County harmless from all claims growing out of the lawful demands of sub-contractors, laborers, workmen, mechanics, materialmen and furnisher of machinery and parts thereof, equipment, power, tools and all supplies including commissions, incurred in the furtherance of this contract by bidder. When so desired by the County, the bidder shall furnish satisfactory evidence that all obligations of the nature here-in-above designated have been paid, discharged or waived. If the bidder fails to do so, then the County may at the option of the county either pay unpaid bills, of which the County has written notice, direct or withhold from the bidder's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, and whereupon payments to the bidder shall be resumed in full, in accordance with the terms of this contract, but in no event shall the provisions of this sentence be construed to impose any obligations upon the County, by either the bidder or its surety.

4.17. INDEMNITY - WORKERS COMPENSATION

Bidder agrees to be responsible for the Workers Compensation insurance on its employees. If any direct claim for Workers' Compensation benefits is asserted against the County by any of said employees or, in the event of death, by their personal representative(s) then upon written notice from the County, bidder shall undertake to defend the County against such claim(s) and shall

indemnify and hold the County harmless from and against any such claim(s) to the extent of all benefits, cost of litigation, disbursements and attorneys' fees incurred in connection therewith.

4.18. INDEMNITY – GOVERNMENT REGULATION

In its performance of this contract, bidder shall comply with all applicable Local, State and Federal laws including but not limited to, the provisions of the Equal Employment Opportunity Act, American Disabilities Act and the Fair Labor Standards Act, and will indemnify and hold the County harmless from and against any claims, demands, suits, losses, damages, costs, and expenses arising out of any non-compliance or violation by bidder of any such laws.

4.19. REMEDIES

The rights and remedies of the County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity under this contract including the right to specific performance and offset.

4.20. DISPUTES

Except as otherwise provided in this contract, during the period of performance of the contract, any dispute between the parties arising out of the performance of this contract which is not disposed of by contract shall be decided by the County, who shall reduce its decision to writing and mail or otherwise furnish a copy thereof to the bidder. The decision of the County shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the bidder mails or otherwise furnishes to the County a written appeal. The decision of the County, or its duly authorized representative for the determination of such appeals, shall be final and conclusive. Such appeals shall be final and conclusive subject to any legal remedy that may be available under the laws of the State of Texas to the aggrieved party to further review such decision. In connection with any appeal of the County's decision under the paragraph, the bidder shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of dispute hereunder, the bidder shall proceed diligently with the performance of the contract and in accordance with the County's decision.

4.21. NON-WAIVER

Approval of the County shall not constitute nor be deemed a release of the responsibility and liability of the bidder, its employees, agents, or associates under the contract nor shall approval be deemed to be the assumption of such responsibility by the County.

4.22. PERMITS AND LICENSES

Bidder will maintain in effect during the term of this contract any and all Federal, State, and/or local licenses and permits which may be required of bidder generally.

4.23. MASTER SERVICE AGREEMENT (MSA)/INSURANCE

Awarded bidder must complete the attached MSA/Insurance and adhere to the insurance requirements for this project. The Insurance

policy must show the Certificate Holder as Ector County. The Insurance policy must show exclusion added by endorsement as follows:

"The certificate holder is named as Additional Insured on the General Liability policy. Waiver of subrogation are included on general

liability and workers compensation policies in favor of Ector County". A copy of, an approved, MSA/Insurance form must be provided,

and/or be on file with the Ector County Purchasing Department, prior to the bidder starts working on this project. The MSA and all

Insurance policies are to be kept current during the time frame of this project.

4.24. DEBARMENT OR SUSPENSION REQUIREMENT

The County is prohibited from spending federal, state, and/or local funds with bidders who have been debarred or suspended. By confirmation on this specification, the bidder attests that their company is not debarred by any governmental entity.

4.25. NON-COLLUSION REQUIREMENT

The bidder declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited another bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, of that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by contract, communications, or conference with anyone to fix the bid price of the bidder of any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

- A. No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County Employee prior to the opening of responses to this invitation to bid.
- B. No Officer or employee of the County of Ector, and no other public or elected official, or employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Ector contracts for this service.

4.26. CONFLICT OF INTEREST QUESTIONNAIRE

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any bidder or person conducting business or wishing to conduct business with a County, complete a "Conflict of Interest Questionnaire". By law, this completed questionnaire must be filed with the

County Clerk for the County of Ector. The Ector County Clerk's mailing address is 300 N. Grant, Room 111, Odessa, Texas, 79761. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Any questions concerning this form should be addressed to the Texas Ethics Commission; 201 East 14th St., 10th Floor; P.O. Box 12070, Austin, Texas, 78711-2070; 1-800-325-8506; fax 512/463-5777; or web site www.ethics.tx.us.

4.27. REQUIRED ONLY BY AWARDED VENDOR - DISCLOSURE OF INTERESTED PARTIES (FORM 1295)

In compliance with Section 2252.908 of the Texas Government Code, Ector County Commissioners Court may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award. A copy of this law is available at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. The on-line form is available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/tec/1295-Info.htm>.

4.28. REQUIRED ONLY BY AWARDED VENDOR - BOYCOTTING ENERGY COMPANIES

The 87th Texas Legislature (2021) approved Senate Bill 13, that forbids a state agency and a political subdivision (which includes a County) to enter into any contracts and investments with a company for goods or services unless the contract contains a written verification from the that; (I) it does not boycott energy companies pursuant to Section 809.001 of the Texas Government Code; and (II) will not boycott energy companies during the term of the contract. This law is only applies to a contract that; (I) is between a governmental entity and a company with 10 or more full-time employees; (II) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

4.29. REQUIRED ONLY BY AWARDED VENDOR - DISCRIMINATION AGAINST FIREARM OR AMMUNITION INDUSTRIES

The 87th Texas Legislature (2021) approved Senate Bill 19 that forbids a state agency and a political subdivision (which includes a County) to enter into any contracts and investments with a company for goods or services unless the contract contains a written verification from the company that; (I) it does not have a practice, policy guidance, or directive that discriminates against a firearm entity or firearm trade association pursuant to Section 2274.001 of the Texas Government Code; and (II) will not discriminate companies during the term of the contract. This law is only applies to a contract that; (I) is between a governmental entity and a company with 10 or more full-time employees; (II) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.

4.30. REQUIRED ONLY BY AWARDED VENDOR - PROHIBITION AGAINST BOYCOTTING OF ISRAEL

Vendors/Contractors/Suppliers must be in compliance with the provisions of Chapter 2270 of the Texas Government Code which states a governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and, (2) will not boycott Israel during the term of the contract. By submitting a signed response to an Ector County solicitation, the bidder is affirming compliance with Chapter 2270 of the Texas Government Code.

4.31. REQUIRED ONLY BY AWARDED VENDOR - BUSINESS WITH FOREIGN TERRORIST ORGANIZATIONS

Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code which states, in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with a company that is listed on the Comptroller of the State of Texas website identified under Section 806.051, Section 807.051 or Section 2253.253 which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to an Ector County solicitation, the bidder is affirming compliance with provisions of §2252.152 and §2252.153 of the Texas Government Code.

5. BID SPECIFICATIONS

The agreement shall be awarded to the vendor(s) submitting the bid(s) deemed to be in the best interest of Ector County. The County may award one Primary and one Secondary vendor by portions or for the entire bid. Ector County may award a single vendor, multiple vendors, or use any combination that serves the best interest of the County.

5.1. SUBMISSION INFORMATION

Ector County is requesting bids on ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES. Sealed or Electronic Bids addressed to Ector County Purchasing Agent, Lucy Soto will be received by 2:00 pm on Wednesday, June 11, 2025.

All bids should be received either electronically, or at the location below by the deadline. If Bidder chooses to submit a Hard copy, it must be delivered in a sealed envelope with a return address and clearly marked "ECTOR COUNTY PUBLIC WORKS TRUCKING/HAULING SERVICES" The Bidder's firm name shall appear on the outside of the envelope. Location for hard copy submittal is Ector County Purchasing Department, 1010 E 8th Street, Suite 110, Odessa, TX 79761.

Deadline for bid submission is 2:00 pm on Wednesday, June 11, 2025. Any bids received after bid closing time will not be accepted.

5.2. SCOPE OF WORK

Hauling of various materials to County road projects and stockpile yards within the County.

5.3. MATERIAL PICKUP AND DELIVERY

Successful bidders will work with the county supervisor at an acceptable time for each haul and time will be sign off daily by the county supervisor in charge of that project. Haul materials from designated source locations (quarries, stockpiles, etc.) to project sites as directed by authorized County personnel. The vendor is responsible for the **delivery and pickup of all road construction materials** and for the **pickup and drop-off of water** required for dust control and compaction. All deliveries must be coordinated with the project schedule and directed to locations designated by County representatives.

5.4. WATER TRUCK

Ector County is requesting hauling services requiring the use of an 18-wheeler water truck, fully equipped with a rear spray bar and capable of carrying **5,000–8,000 gallons** of water. Services are provided on an hourly basis and include the supply of water for road construction, dust suppression, grading, and compaction activities.

- **Water Supply:** Includes filling, and transporting of water to the project site. Water will be provided by Ector County as designated from County Personnel.
- **Equipment Specifications:**
- **Vehicle:** 18-Wheeler Water Truck
- **Capacity:** 5,000 – 8,000 gallons (dependent on tank configuration)
- **Spray System:** Rear spray bar (full width) Manual or cab-controlled valve operation

It is the vendor's sole responsibility to apply water as needed for road material construction. Ector County will not provide, operate, or handle any water spraying equipment. The vendor must supply all necessary equipment and ensure proper application in accordance with project requirements.

5.5. BELLY DUMP & END DUMP TRUCKS

Ector County is requesting hauling services requiring the use of dump trucks. Services shall be performed using a combination of **Belly Dump Trucks**, and **End Dump Trucks** with 12-yard and 18-yard capacities.

- **Belly Dumps:** ~20–24 tons per load;
- **End Dumps (12 Yard):** ~12 cubic yards;
- **End Dumps (18 Yard):** ~18 cubic yards;

All trucks must be in good mechanical condition and capable of performing repetitive hauls over both paved and unpaved surfaces. Belly Dumps must have operable gates for controlled flow. End Dumps must have functional hoists, safety alarms, and tailgate locks. The trucks will need to be able to dump in to a hopper on a paving machine.

5.6. JOBSITE REQUIREMENTS

- Drivers will be required to attend site specific or pre-shift safety briefings.
- All deliveries must follow designated access routes and adhere to site-specific safety instructions provided by the site supervisor.
- Spotters will be utilized when backing up in blind or congested areas.
- Wheel chocks must be used when vehicles are parked or unloading.
- Drivers must wear appropriate personal protective equipment (PPE) including hard hats, high-visibility vests, and steel-toed boots to be provided by the Vendor

5.7. SPILLAGE RESPONSIBILITY

The vendor shall be solely responsible for any material spillage caused during transport, loading, or unloading operations. The vendor must immediately clean up and properly dispose of any spilled materials in accordance with applicable environmental and safety regulations. Failure to do so may result in back charges for cleanup or other corrective actions deemed necessary by Ector County.

5.8. NOTIFICATION AND CONFIRMATION OF AVAILABILITY

Ector County will provide a minimum of one (1) business day's notice for requested hauling or delivery services. Upon receiving notice, the vendor shall confirm availability and provide an estimated time of arrival (ETA) for equipment and personnel. Confirmation and ETA must be communicated no later than the end of the business day on which notice is received.

Communication related to the performance of services under this agreement will be conducted primarily via phone call. However, other forms of communication such as email, text message, or instant messaging may be used as necessary for documentation, scheduling, or convenience, provided they do not hinder the execution of services.

5.9. WORKING HOURS

Depending on the specific project requirements, the vendor may be required to operate during either day or night shifts. Standard working hours are generally between **6:00 AM and 5:00 PM CST**, with typical workdays consisting of approximately **8 to 10 hours**. While emergency call-outs are not anticipated, the vendor must be available for **scheduled night and weekend work** as needed. Ector County will provide advance notice for any such scheduling.

5.10. HOURLY RATES AND BILLING

All services under this contract shall be billed at an agreed-upon **hourly rate**. The hourly rate shall be **all-inclusive**, incorporating all mobilization, fuel, maintenance, operator wages, and any other ancillary costs. No additional charges outside the stated hourly rate will be accepted unless expressly approved in writing by Ector County in advance.

5.11. DOCUMENTATION AND INVOICING

Awarded vendor shall provide load tickets and daily haul tickets for all work performed. These documents must be submitted at the end of each workday and shall be signed by the designated jobsite supervisor to verify the accuracy of the services rendered.

Invoices shall include reference to load counts, truck types, material hauled, and dates of service.

5.12. COMPLIANCE WITH TXDOT STANDARDS

All trucks and equipment utilized under this contract shall meet or exceed the minimum safety requirements established by the Texas Department of Transportation (TxDOT). This includes compliance with all applicable TxDOT regulations regarding vehicle condition, safety equipment, driver qualifications, inspections, and operational protocols. All trucks used for hauling materials under this agreement must be properly covered with tarps or other suitable coverings to prevent spillage, dust, or debris from escaping during transport. The contractor is responsible for ensuring all loads are secured and compliant with applicable local, state, and federal regulations regarding material containment and roadway safety. The awarded vendor will supply any documentation to Ector County upon request.

5.13. SUBCONTRACTING

Subcontracting is permitted under this contract; however, the awarded vendor shall retain full responsibility for ensuring that all subcontractors comply with the terms and conditions of the contract, including safety standards, performance expectations, and all applicable local, state, and federal regulations. The vendor shall be liable for any actions, omissions, or violations committed by its subcontractors as if performed by the vendor itself.

5.14. EQUIPMENT SUITABILITY

All trucks and equipment used in the performance of services under this agreement must meet the operational, safety, and performance standards required by the County. Ector County reserves the right to inspect and determine the fitness of any truck or equipment proposed for use. Trucks deemed unfit or unsafe by the County shall not be used for the provision of services, and must be replaced at the contractor's expense without delay.

5.15. TURN KEY JOB

The total bid price must be for a turn key job. Which includes, but is not limited to, all materials, supplies, labor, machinery, equipment, tools, superintendence and coordination with work of all other trades, freight & delivery (FOB. Odessa, Tx.), removal, installation, inspections, training and instruction, insurance, warranty, utilization and combination of existing equipment, and any other accessories and services necessary to complete the project.

6. PRICING PROPOSAL

All services provided under this agreement shall be billed at a single, all-inclusive standard hourly rate. This rate includes, without limitation, any work performed during nights, weekends, or holidays. No additional premiums, surcharges, or alternate rates shall apply for services

rendered outside of regular business hours. The standby rate applies when trucking equipment and personnel are on-site and available for service, but are unable to operate due to circumstances outside the contractor’s control.

BID FORM

LINE ITEM	TRUCK TYPE	LOAD CAPACITY	UNIT OF MEASURE	STANDARD HOURLY RATE	STANDBY RATE	NO BID
1	BELLY DUMP TRUCK	~20-24 TONS	\$			
2	END DUMP TRUCK-12 YARD	~12 CUBIC YARDS	\$			
3	END DUMP TRUCK-18 YARD	~18 CUBIC YARDS	\$			
4	WATER TRUCK-18 WHEELER (EQUIPPED WITH SPRAY BAR)	5,000-8,000 GALLON	\$			

7. VENDOR QUESTIONNAIRE

7.1. BID UPLOAD

Upload Bid Here (As applicable):

7.2. CONFIRMATION*

I hereby certify and that the items offered meets all of the requirements of the bid conditions and specifications and I hereby accept the provisions of the terms and conditions included in the bid specifications.

The County of Ector does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services.

Please confirm

*Response required

7.3. AUTHORIZED REPRESENTATIVE*

Please download the below documents, complete, and upload.

- SIGNATURE PAGE (1).docx

*Response required

7.4. PROPOSER RESIDENCY CERTIFICATION*

Please download the below documents, complete, and upload.

- Proposer Residency Certific...

*Response required

7.5. CONFLICT OF INTEREST QUESTIONNAIRE*

Please download the below documents, complete, and upload.

- CIQ.pdf

*Response required

7.6. ECTOR COUNTY PROFESSIONAL REFERENCE SHEET*

Please download the below documents, complete, and upload.

- Reference Page (1).doc

*Response required

7.7. I CERTIFY AND ATTEST THAT MY COMPANY IS NOT DEBARRED BY ANY GOVERNMENTAL ENTITY*

Yes

No

*Response required

7.8. NON-COLLUSION REQUIREMENT*

The bidder declares, by signing and submitting a bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited another bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from proposing; that the bidder has not in any manner, directly or indirectly, sought by contract, communications, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any cooperation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

A. No negotiations, decisions, or actions shall be initiated by any company as a result of any verbal discussion with any County Employee prior to the opening of responses to this invitation to bid.

B. No Officer or employee of the County of Ector, and no other public or elected official, or

employee, who may exercise any function or responsibilities in the review or approval of this undertaking shall have any personal or financial interest, direct or indirect, in any contract or negotiation process thereof. The above compliance request will be part of all County of Ector contracts for this service.

Please confirm

*Response required

7.9. REQUIRED ONLY BY AWARDED VENDOR -MASTER SERVICE AGREEMENT

Awarded vendor will be required to submit completed form.

- MSA, HIGH.doc

7.10. REQUIRED ONLY BY AWARDED VENDOR -EXAMPLE- CERTIFICATE OF LIABILITY INSURANCE

Awarded vendor will be required to submit completed form.

- Certificate of Insurance HI...

7.11. REQUIRED ONLY BY AWARDED VENDOR - CERTIFICATE OF INTERESTED PARTIES - FORM 1295

Awarded vendor will be required to submit completed 1295 form.

- Form 1295 .docx

7.12. REQUIRED ONLY BY AWARDED VENDOR - SENATE BILL 13 VERIFICATION

Awarded vendor will be required to submit completed form.

- Senate Bill 13 Verification...

7.13. REQUIRED ONLY BY AWARDED VENDOR -SENATE BILL 19 VERIFICATION

Awarded vendor will be required to submit completed form.

- SENATE BILL 19 VERIFICATION...

7.14. REQUIRED ONLY BY AWARDED VENDOR - HOUSE BILL 89 VERIFICATION

Awarded vendor will be required to submit completed form.

- House Bill 89 Verification....

7.15. REQUIRED ONLY BY AWARDED VENDOR -SENATE BILL 252 VERIFICATION

Awarded vendor will be required to submit completed form.

- Senate Bill 252 Verificatio...



Ector County
Purchasing
Lucy Soto, Purchasing Agent
1010 East Eighth Street, Odessa, TX 79761

EVALUATION TABULATION
IFB No. 2025-IFB-071
ALL SEASON PRE- COATED PATCHING MIXTURE (ASPPM)
RESPONSE DEADLINE: April 30, 2025 at 2:45 pm

ALL SEASON PRE-COATED MIXTURE

			CSA Materials, Inc	Vulcan Construction Materials LLC
Line Item	Description	Unit of Measure	Unit Cost	Unit Cost
300	DMS-9202 Asphaltic Concrete Patching Material (Stockpile Storage) All Season Pre-Coated Mixture (ASPPM)	TON	\$250.00	\$185.40



Ector County
Purchasing
 Lucy Soto, Purchasing Agent
 1010 East Eighth Street, Odessa, TX 79761

EVALUATION TABULATION

IFB No. 2025-IFB-073

GRADED BASE MATERIAL

RESPONSE DEADLINE: April 30, 2025 at 2:15 pm

TYPE E, GRADE 3

ITEM	Description	Unit of Measure	CSA Materials, Inc			Flag Ranch			Green Dream International			HUNTER READY MIX LLC		
			PRICE FOR PICKUP BY ECTOR COUNTY	PRICE FOR DELIVERY FROM VENDOR	SPECIFY PRODUCT LOCATION ADDRESS	PRICE FOR PICKUP BY ECTOR COUNTY	PRICE FOR DELIVERY FROM VENDOR	SPECIFY PRODUCT LOCATION ADDRESS	PRICE FOR PICKUP BY ECTOR COUNTY	PRICE FOR DELIVERY FROM VENDOR	SPECIFY PRODUCT LOCATION ADDRESS	PRICE FOR PICKUP BY ECTOR COUNTY	PRICE FOR DELIVERY FROM VENDOR	SPECIFY PRODUCT LOCATION ADDRESS
247	Type E, Grade 3	TON	\$10.00	N/A	Parks Bell Quarry, Faudree Rd, 1.7 mi N or SH 191, Odessa, TX	\$21.00	NO BID	FLAG RANCH	\$11.34	19.98	PB- Materials, Penwell Pit at Interstate 20 Frontage Rd, Odessa, TX 79763	\$9.00	16.50 includes material	Notrees Mariann and 302

TYPE E, GRADE 4

EVALUATION TABULATION
 IFB No. 2025-IFB-073
 GRADED BASE MATERIAL

Item	Description	Unit of Measure	CSA Materials, Inc			Flag Ranch			Green Dream Internationl			HUNTER READY MIX LLC		
			PRICE FOR PICKUP BY ECTOR COUNTY	PRICE FOR DELIVERY FROM VENDOR	SPECIFY PRODUCT LOCATION ADDRESS	PRICE FOR PICKUP BY ECTOR COUNTY	PRICE FOR DELIVERY FROM VENDOR	SPECIFY PRODUCT LOCATION ADDRESS	PRICE FOR PICKUP BY ECTOR COUNTY	PRICE FOR DELIVERY FROM VENDOR	SPECIFY PRODUCT LOCATION ADDRESS	PRICE FOR PICKUP BY ECTOR COUNTY	PRICE FOR DELIVERY FROM VENDOR	SPECIFY PRODUCT LOCATION ADDRESS
247	Type E, Grade 4	TON	\$15.00	N/A	Parks Bell Quarry, Faudree Rd, 1.7 mi N or SH 191, Odessa, TX	\$0.00	NO BID	NO BID	\$11.34	19.98	PB- Materials, Penwell Pit at Interstate 20 Frontage Rd, Odessa, TX 79763	\$9.50	17.00 includes materia;	Notrees Mariann and 302



Ector County
Purchasing
 Lucy Soto, Purchasing Agent
 1010 East Eighth Street, Odessa, TX 79761

EVALUATION TABULATION
 IFB No. 2025-IFB-070
LIQUID ASPHALT EMULSION
 RESPONSE DEADLINE: April 30, 2025 at 2:00 pm

CHFRS-2P EMULSION, P2 CWE-2 CHIP SEAL EMULSION

Line Item	Description	Unit of Measure	Cleveland Asphalt Products, INC.		Ergon Asphalt & Emulsions, Inc.		P Squared Emulsions	
			Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS	Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS	Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS
300	CHFRS- EMULSION	GALLONS	No Bid		\$3.23	Ergon Asphalt & Emulsions Inc., 1611 Marshall St, Lubbock, TX 79403.	No Bid	
	DEMURRAGE (after 1 hour detention)	15 min period	No Bid		\$25.00	Demurrage is charged after the first TWO hours.	No Bid	

EVALUATION TABULATION
 IFB No. 2025-IFB-070
 LIQUID ASPHALT EMULSION

Line Item	Description	Unit of Measure	Cleveland Asphalt Products, INC.		Ergon Asphalt & Emulsions, Inc.		P Squared Emulsions	
			Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS	Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS	Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS
300	P2 CWE-2 Chip Seal Emulsion	GALLONS	No Bid		\$2.88	Ergon Asphalt & Emulsions Inc., 1611 Marshall St, Lubbock, TX 79403	\$3.29	
	DEMURRAGE (after 1 hour detention)	15 min Period	No Bid		\$25.00	Demurrage is charged after the first TWO hours.	\$20.00	

CSS-1H EMULSION

EVALUATION TABULATION
 IFB No. 2025-IFB-070
 LIQUID ASPHALT EMULSION

Line Item	Description	Unit of Measure	Cleveland Asphalt Products, INC.		Ergon Asphalt & Emulsions, Inc.		P Squared Emulsions	
			Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS	Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS	Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS
300	CSS-1H EMULSION	GALLONS	\$3.29	100 Asphalt Lane, Shepherd, TX 77371	\$3.03	Ergon Asphalt & Emulsions Inc., 1611 Marshall St, Lubbock, TX 79403	No Bid	
	DEMURRAGE (after 1 hour detention)	15 min period	\$25.00		\$25.00	Demurrage is charged after the first TWO hours.	No Bid	

P2 ROAD STABILIZER EMULSION

EVALUATION TABULATION
 IFB No. 2025-IFB-070
 LIQUID ASPHALT EMULSION

Line Item	Description	Unit of Measure	Cleveland Asphalt Products, INC.		Ergon Asphalt & Emulsions, Inc.		P Squared Emulsions	
			Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS	Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS	Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS
	P2 ROAD STABILIZER EMULSION	GALLON	No Bid		\$3.03	Ergon Asphalt & Emulsions Inc., 1611 Marshall St, Lubbock, TX 79403	\$2.96	
	DEMURRAGE (after 1 hour detention)	15 min period	No Bid		\$25.00	Demurrage is charged after the first TWO hours.	\$20.00	

P2 ROAD OVER COAT (ROC) EMULSION

EVALUATION TABULATION
 IFB No. 2025-IFB-070
 LIQUID ASPHALT EMULSION

Line Item	Description	Unit of Measure	Cleveland Asphalt Products, INC.		Ergon Asphalt & Emulsions, Inc.		P Squared Emulsions	
			Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS	Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS	Unit Cost (as applicable)	SPECIFY PRODUCT LOCATIONS ADDRESS
	P2 ROAD OVER COAT (ROC) EMULSION	GALLON	No Bid		\$1.98	Ergon Asphalt & Emulsions Inc., 1611 Marshall St, Lubbock, TX 79403	\$3.10	
	DEMURRAGE (after 1 hour detention)	15 min period	No Bid		\$25.00	Demurrage is charged after the first TWO hours.	\$20.00	



Ector County
Purchasing
 Lucy Soto, Purchasing Agent
 1010 East Eighth Street, Odessa, TX 79761

EVALUATION TABULATION
 IFB No. 2025-IFB-072
SEAL COAT AGGREGATE
 RESPONSE DEADLINE: April 30, 2025 at 2:30 pm

CRUSHED STONE, TYPE B, GRADE 5 WASHED

			Green Dream International		
Line Item	Description	Unit of Measure	PRICE FOR PICKUP BY ECTOR COUNTY	PRICE FOR DELIVERY FROM VENDOR	SPECIFY PRODUCT LOCATION ADDRESS
302	Crushed Stone, Type B, Grade 5 Washed	TON	\$25.92	34.56	PB Materials- Penwell at Interstate 20 Frontage Rd, Odessa, TX 79763

CRUSHED STONE, TYPE B, GRADE 4 WASHED

			Green Dream International		
Line Item	Description	Unit of Measure	PRICE FOR PICKUP BY ECTOR COUNTY	PRICE FOR DELIVERY FROM VENDOR	SPECIFY PRODUCT LOCATION ADDRESS
302	Crushed Stone, Type B, Grade 4 Washed	TON	\$0.00		


APRIL 2025

Unclaimed Property Capital Credits for Counties

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

FOR MORE INFORMATION, VISIT OUR WEBSITE AT
comptroller.texas.gov

FOR INFORMATION ON UNCLAIMED PROPERTY, SEE
comptroller.texas.gov/up



In conjunction with Local Government Code Section 381.004, Texas Property Code Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program*:

- for state or local economic development.
- for small or disadvantaged business development.
- to stimulate, encourage and develop business location and commercial activity in the county.
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses.
- to improve the extent to which women and minority businesses are awarded county contracts.
- to support comprehensive literacy programs that benefit county residents.
- for the encouragement, promotion, improvement and application of the arts.
- to support a children's advocacy center.

* Review Local Government Code, Section 381.004 before starting a program.

For questions on capital credits, contact our Holder Education and Reporting section at up.holder@cpa.texas.gov or 800-321-2274, option 2.

UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

How to request capital credits

The county judge and/or commissioners court must complete and submit the **form below**.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

COUNTY REQUEST FOR CAPITAL CREDITS

County Name _____ County FEIN _____

Authorized by Judge Commissioners Court

Name of County Judge _____ Approved Date _____

SEND THE REQUESTED FUNDS TO:

Address _____ City _____ State _____ ZIP _____

I acknowledge that the purpose of the funds complies with provisions of Texas Local Government Code Section 381.004.

Name (printed) _____ Title _____

Signature _____ Date _____

Email _____ Phone _____

Submit signed and completed form by either mail, email or fax by July 31, 2025.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019

Email up.holder@cpa.texas.gov
Fax 512-463-3569

FOR COMPTROLLER'S USE ONLY: We are authorized to release _____% of the total amount available to your county. We will send a \$ _____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code Section 381.004.

Comptroller's Representative _____ Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.
It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling 800-252-1382, or by sending a fax to 512-475-0900.



Ector County
Purchasing

Lucy Soto, Purchasing Agent
1010 East Eighth Street, Odessa, TX 79761

EVALUATION TABULATION
RFQ No. 2025-RFQ-068
ECTOR COUNTY TCEQ MS4 PERMIT MANAGEMENT
RESPONSE DEADLINE: April 16, 2025 at 2:00 pm

CONSENSUS SCORECARD SUMMARY

Vendor	Permit Compliance 0-5 Points 5 Points (7.1%)	Stormwater Management Plan Development (SWMP) 0-5 Points 5 Points (7.1%)	Monitoring and Reporting 0-5 Points 5 Points (7.1%)	Public Education and Outreach 0-5 Points 5 Points (7.1%)	Best Management Practices (BMP's) 0-5 Points 5 Points (7.1%)	Training and Staff Development 0-5 Points 5 Points (7.1%)	Inspection and Maintenance 0-5 Points 5 Points (7.1%)	Record Keeping and Documentation 0-5 Points 5 Points (7.1%)	Spill Response and Emergency Management 0-5 Points 5 Points (7.1%)
Alisto Inc.	3.33	3	4.67	4.33	3.67	4.67	4.33	4.67	4.67
Parkhill	5	5	5	5	5	5	5	5	5

Vendor	Stakeholder Communication 0-5 Points 5 Points (7.1%)	Continuous Improvement 0-5 Points 5 Points (7.1%)	Cost-Effectiveness 0-5 Points 5 Points (7.1%)	Timeliness of Deliverables 0-5 Points 5 Points (7.1%)	Customer Satisfaction (if applicable) 0-5 Points 5 Points (7.1%)	Total Score
Alisto Inc.	4.67	4.67	4.33	4.67	4.33	85.7%
Parkhill	5	5	4.33	5	5	99%

GRAND CANYON UNIVERSITYSM

College of Nursing
and Health Care Professions

3300 West Camelback Road, Phoenix, Arizona 85017
www.gcu.edu

Memorandum of Understanding

Between

Ector County Health Department

(referred to as "facility")

and

Grand Canyon University

(referred to as "GCU")

The purpose of this Memorandum of Understanding is to confirm the arrangement for Grand Canyon University College of Nursing and Health Care Professions student, Nazareth Castro, (referred to as "student") and qualified representative of facility, Babatunde Jinadu, (referred to as "preceptor/mentor") to work collaboratively to fulfill the practicum/practice immersion experience (referred to as "field experience").

The time periods will be mutually arranged and agreed upon by the preceptor/mentor and the student within the dates of the field experience course(s).

GCU assures that the student is:

- 1) Expected to respect and perform within facility policies;
- 2) Licensed in the state in which they are doing the field experience (if applicable)

Facility, preceptor/mentor and GCU agree to mutually:

- 1) Arrange schedules for learning activities;
- 2) Select appropriate learning activities consistent with field experience objectives and experiences the facility can provide.
- 3) Determine student progress and benefit from learning experiences.

While student is at facility, GCU:

- 1) Expects student to be regarded as volunteers who are not eligible for compensation, fringe benefits, and workman's compensation for this experience.
- 2) Regards the student as being accountable for their actions.
- 3) Expects facility to consider the student as part of the covered work force for Protected Health Information (PHI) under the Health Insurance Portability Accountability Act (HIPAA).
- 4) Assumes that the facility maintains ultimate accountability and responsibility for the student/client and the service(s) being delivered to him/her.

(Memorandum of Understanding continues on following page.)

The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law.

FACILITY:

Address: Ector County Health Department

221 N. Texas Ave.

Odessa, TX 79761

Name: Brandy Garcia

Phone: 432-556-9482

Email: brandy.garcia@ectorcountytexas.gov

GCU:

GRAND CANYON UNIVERSITY

3300 W. Camelback Road

Phoenix, AZ 85017

ATTN: CONHCP – OFE

Phone: (602) 639-7256

The undersigned parties have caused this Memorandum of Understanding to become effective on the date when executed by both parties and will terminate upon completion of the field experience course(s).

FACILITY:

By: Brandy Garcia

Title: Director

Date: _____

GCU:

By: _____

Title: Dean & Professor, CONHCP

Date: _____

**SIGNATURE DOCUMENT FOR
TEXAS DEPARTMENT OF STATE HEALTH SERVICES
GRANT AGREEMENT,
CONTRACT NO. HHS001588400019
UNDER THE
REGIONAL AND LOCAL SERVICES SYSTEM /LOCAL PUBLIC HEALTH SERVICES
GRANT PROGRAM**

The parties to this agreement (“Grant Agreement” or “Contract”) are the Department of State Health Services (“DSHS” or “System Agency”), a pass-through entity, Ector County Health Department (“Grantee”), having its principal office at 221 N Texas Avenue Odessa, Texas 79761 (each a “Party” and collectively the “Parties”).

I. PURPOSE

The purpose of this Grant Agreement is to Grantee to provide local public health services to improve or strengthen local public health within the State of Texas in State Fiscal Year (FY) 2026 and FY 2027.

II. LEGAL AUTHORITY

This Grant Agreement is entered into pursuant to the Texas Health and Safety Code Chapters 12 and 1001, as applicable.

III. DURATION

This Grant Agreement is effective on September 1, 2025, and expires on August 31, 2027, unless sooner terminated pursuant to the terms and conditions of the Grant Agreement. This Grant Agreement does not include renewals.

IV. STATEMENT OF WORK

The Scope of Grant Project to which Grantee is bound is incorporated into and made a part of this Grant Agreement for all purposes and included as **ATTACHMENT A, FY2026/2027 SCOPE OF GRANT PROJECT**.

V. BUDGET AND INDIRECT COST RATE

The total amount of this Grant Agreement will not exceed \$62,496.00 Grantee is not required to provide matching funds.

The total not-to-exceed amount includes the following:

Total Federal Funds: \$40,685.06

Total State Funds: \$21,810.94

DSHS Grant Agreement, Contract No. HHS001588400019

Page 1 of 8

The total allocation amount for FY2026 (September 1, 2025, through August 31, 2026) is \$31,248.00.

The total allocation amount for FY2027 (September 1, 2026, through August 31, 2027) is \$31,248.00.

All expenditures under the Grant Agreement will be in accordance with **ATTACHMENT B, FY2026/2027 BUDGET**.

If the System Agency approves or acknowledges an updated indirect cost rate, the Grant Agreement will be amended to incorporate the new rate (and the new indirect cost rate letter, if applicable) and the budget revised accordingly.

VI. REPORTING REQUIREMENTS

Grantee shall submit the following reports:

REPORT	FREQUENCY	DUE DATE	DSHS EMAIL ADDRESSES TO SUBMIT REPORT
Financial Status Report (FSR) – Biannual	The last business day of the month following the end of each second fiscal quarter AND thirty (30) calendar days following the end of each fourth fiscal quarter. *The final FSR is due thirty (30) calendar days following fiscal contract term.	March 29, 2026 September 30, 2026 March 31, 2027 September 30, 2027	Invoices@dshs.texas.gov ; FSRGrants@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VII, CONTRACT REPRESENTATIVES , of this Grant Agreement
Invoices/Requests for Reimbursement – Monthly	The last business day of the month following the month in which expenses were incurred. *The final invoice is due thirty (30) calendar days following fiscal contract term.	October 31, 2025 November 28, 2025 December 31, 2025 January 30, 2026	Invoices@dshs.texas.gov ; CMSInvoices@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VII, CONTRACT REPRESENTATIVES , of this Grant Agreement

		February 27, 2026 March 31, 2026 April 30, 2026 May 29, 2026 June 30, 2026 July 31, 2026 August 31, 2026 September 30, 2026 October 30, 2026 November 30, 2026 December 31, 2026 January 29, 2027 February 26, 2027 March 31, 2027 April 30, 2027 May 31, 2027 June 30, 2027 July 30, 2027 August 31, 2027 September 30, 2027	
Performance Report – Quarterly	The last calendar day of the month following the end of each fiscal quarter.	December 31, 2025 March 31, 2026	LocalPHTeam@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VII ,

	<p>NOTE: The final performance report for each fiscal year is submitted with the fourth quarter report for each fiscal year. Therefore, both the final performance report and fourth quarter report will be submitted on September 30, 2026, and September 30, 2027, respectively.</p>	<p>June 30, 2026 September 30, 2026 December 31, 2026 March 31, 2027 June 30, 2027 September 30, 2027</p>	<p>CONTRACT REPRESENTATIVES, of this Grant Agreement</p>
<p>DSHS Contractor's Property Inventory Report (Form GC-11) -- Annual</p>	<p>Once per State Fiscal Year.</p>	<p>October 15th</p>	<p>FSOequip@dshs.texas.gov ; copy to the System Agency representative identified in SECTION VII, CONTRACT REPRESENTATIVES, of this Grant Agreement</p>

VII. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Grant Agreement on behalf of their respective Party.

System Agency

Megan Alexander
Texas Department of State Health Services
1100 W 49th Street, MC 1990
Austin, Texas 78756
Megan.Alexander@dshs.texas.gov

Grantee

Brandy Garcia
Ector County Health Department
221 N Texas Avenue
Odessa, Texas 79761
Brandy.Garcia@ectorcountytexas.gov

VIII. NOTICE REQUIREMENTS

- A. All notices given by Grantee shall be in writing, include the Grant Agreement contract number, comply with all terms and conditions of the Grant Agreement, and be delivered to the System Agency's Contract Representative identified above.
- B. Grantee shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, Mail Code 1100
Austin, Texas 78751

with a copy to:

Department of State Health Services
Attention: General Counsel
1100 W. 49th Street, Mail Code 1919
Austin, Texas 78756

- C. Notices given by System Agency to Grantee may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Grantee to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

LEASE AGREEMENT

This Agreement (this "Agreement") is made and entered into this ____ day of _____ 2025 (the "Execution Date"), by and between Ector County, a political subdivision of the State of Texas ("Landlord"), and Butler-Cohen, LLC, a Texas limited liability company ("Tenant") upon the following terms and conditions:

1. LEASE OF PREMISES.

Subject to the terms of the Agreement, Landlord leases to Tenant, and Tenant leases from Landlord the real property, situated within Ector County, Texas, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), and the building (known as the Henderson Building), improvements (including parking spaces), structures, and fixtures which will be constructed on the Property in accordance with the terms of separate Leasehold Improvements Agreement between the Landlord and Tenant attached hereto as Exhibit "B" and incorporated herein by reference (along with the property, collectively, (the "Leased Premises"), together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to Leased Premises.

2. TERM.

(a) The term of this Agreement is for ~~(5)~~ years beginning upon the Execution Date and terminating 5 years after the Execution Date.

~~(b) Tenant may also terminate this Agreement early by delivering a Termination Notice to Landlord, provided that, for purposes of Tenant's right to terminate the Agreement pursuant to this Paragraph 2(b), the Termination Notice will only be effective to terminate the Agreement if (i) the date specified for termination (the "Termination Date") is a date occurring on or after twenty-four (24) months of the Execution Date, (ii) the Termination Notice is accompanied by an early termination fee equal to the dollar value of 12 months' Rent (as hereinafter defined) in immediately available funds (the "Termination Payment"), and the Termination Notice is delivered to Landlord at least thirty (30) days in advance of its desired Termination Date. After Landlord's timely receipt of the Termination Notice along with the Termination Payment, and Tenant has surrendered the Leased Premises in the same or similar condition as the building was rendered to tenant or by the terms of this agreement, neither party shall have any rights, liabilities, or obligations under this Agreement for the period accruing after the Termination Date, except those that, by the provisions of this Agreement, expressly survive the termination of this Agreement.~~

3. RENT.

(a) Beginning on the Execution Date, Tenant shall pay to Landlord annual rental as set forth as follows:

INITIAL TERM:

<u>Lease Years</u>	<u>Annual Rent</u>	<u>Monthly Base Rent</u>
1	\$0.00	\$0.00
2-5	\$60,000.00	\$5,000.00

Tenant shall pay to Landlord the total sum of \$0.00 as rent for the first month of the Term. If the Term does not start on the 1st day of the month or end on the last day of a month, the first month's rent will be prorated accordingly. The parties hereby acknowledge the move-in date is the Execution Date.

(b) Tenant agrees to pay Landlord as rent for the Leased Premises ("Rent") a monthly installment in the amount \$5,000.00 for each month during the Term beginning on the 1st of the month of the term.

(c) Such monthly installments shall be due and payable to Landlord on or before the (1st) day of each calendar month, commencing on and continuing thereafter on the first (1st) day of every month until this Agreement is no longer in effect. Any monthly installment not received by Landlord on or before the (1st) day of each calendar month will be considered a late payment. If Landlord does not receive the full amount of the Rent due for a calendar month by the tenth (10th) day of such month, Tenant will be assessed a late charge of \$25.00 per day until that monthly payment has been received with the maximum total amount of late fees for any month being \$500. It is agreed that these late payment charges shall constitute liquidated damages to reimburse Landlord for the damages incurred by Landlord in connection with the handling and processing of late rent installments.

(d) Extension or Acceptance of Partial Payment: Should Landlord, at its option, either extend the time of payment or accept partial payment of any rental amount due hereunder, neither of such actions shall prejudice Landlord's right to subsequently insist upon Tenant's strict compliance with the requirements hereof, and Landlord's acceptance of any partial rental payment shall be without prejudice to Landlord's right to recover the balance of rent then owing or to pursue any remedy provided for in this Lease Agreement.

(e) Taxes: Landlord shall be responsible for paying county and city ad valorem taxes with respect to the Leased Premises pursuant to Paragraph 8 below.

(f) Insurance: Tenant, at Tenant's sole cost, shall be responsible for obtaining and maintaining the insurance policies described in Paragraph 19.3 below.

ACCEPTANCE OF PREMISES.

The Execution Date, as defined and/or adjusted pursuant to Paragraph 3 herein, shall constitute the commencement of the Lease Term for all purposes, whether or not Tenant has actually taken possession.

6. USE OF PREMISES.

The Leased Premises shall be used and occupied only for the purposes of office space, and not otherwise without prior written consent from Landlord. Tenant shall, at its own expense, obtain any and all governmental licenses and permits necessary for such use.

7. COMPLIANCE WITH LAW.

With respect to the use and occupancy of the Leased Premises by Tenant, Tenant and Landlord shall comply with all applicable governmental laws, including, but not limited to, Building regulations, zoning laws, Environmental Laws, ordinances, regulations, and restrictive covenants.

8. AD VALOREM TAXES.

Landlord agrees to pay before they become delinquent all real property ad valorem taxes lawfully levied or assessed against the Leased Premises. Tenant shall pay before they become delinquent all personal property taxes levied or assessed against Tenant's personal property located on Leased Premises.

9. MAINTENACE BY LANDLORD.

Landlord shall at its sole expense maintain the roof, foundation, the structural soundness of the exterior walls, paving, and exterior plumbing of the Leased Premises in good repair (including all necessary replacements), reasonable wear and tear accepted. Landlord shall not be required to make repairs occasioned by the act or negligence of Tenant, its employees, subtenants, licensees, or concessionaires (unless such act or negligence results in damage that is or could be covered by valid and collectible fire and extended coverage insurance). Tenant shall give written notice to Landlord of the need for repair replacements or corrections. All repairs as required by Landlord shall be commenced on or before ninety-six hours of the notice.

10. MAINTENACE BY TENANT.

10.1 Tenant shall, throughout the Term, keep the Leased Premises neat, clean and free from waste or nuisance and, at the expiration or termination of this Agreement,

deliver the Leased Premises clean and free of all debris and trash and in good repair and condition.

10.2 Tenant shall, at its expense, maintain or repair electrical, heating and air conditioning systems, pest control, insect removal, interior plumbing and the interior of the Leased Premises.

10.3 Tenant will be responsible for repairing any part of the Leased Premises damaged by the actions or inactions of Tenant or Tenant's invitees or guests. Tenant will not commit or allow any waste or damage to be committed on any portion of the Leased Premises by Tenant or Tenant's invitees or guests. Except for those items of maintenance and repair which are the Landlord's obligation under Paragraph 9, Tenant will pay all costs of caring for and maintaining the Leased Premises and all costs of any approved remodeling of or changes to the Leased Premises, including, without limitation, installation of any trade fixtures and equipment, repair or replacement of any mechanical, electrical, plumbing, storage or other systems or other alteration or additions to the Leased Premises. Tenant has no authority, express, implied or apparent, to create or place a lien or encumbrance of any kind on the Leased Premises or to bind Landlord's or Tenant's interest in the Leased Premises. Tenant will promptly pay any amounts due for labor performed, materials furnished in connection with any work performed on the Leased Premises by or on behalf of Landlord.

11. CONSTRUCTION, ALTERATIONS, AND IMPROVEMENTS.

11.1 If any construction of the tenant improvements is necessary for the initial occupancy of the Leased Premises, such construction shall be accomplished, and the cost of such construction shall be borne by Tenant in accordance with a separate "Leasehold Improvements Agreement" (herein so called and made a part hereof as Exhibit "B") between Landlord and Tenant. Except as expressly provided in this Agreement or in the Leasehold Improvements Agreement, Tenant acknowledges and agrees that Landlord has not undertaken to perform any modification, alteration, or improvements to the Leased Premises, and upon its acceptance of the Leased Premises as provided herein, Tenant further waives any patent defects in the Leased Premises and acknowledges and accepts (a) the Leased Premises as suitable for the purpose for which they are leased and (b) the Property and every part and appurtenance thereof as being in good and satisfactory condition and (c) as is. Upon the request of Landlord, Tenant shall deliver to Landlord a completed acceptance of premises memorandum.

11.2 Tenant shall not create any openings in the roof or exterior walls, or make any alterations, additions or improvements to the Leased Premises without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall have the right to alter, repair or improve the Leased Premises as Landlord may deem necessary to maintain the Leased Premises in good repair and condition or to perform any obligation of Landlord hereunder so long as Landlord does not unreasonably interfere with the conduct of Tenant's business activities in or on the Leased Premises.

11.3 All fixtures, equipment, and other property located in or affixed to the Leased Premises that are owned by Tenant or have been purchased or leased by Tenant, whether permanently affixed thereto or otherwise, shall remain the property of Tenant at the expiration or termination of this Agreement and may be removed by Tenant at the expiration or termination of this Agreement. At the direction of Landlord, Tenant shall promptly remove all fixtures and/or equipment, and any other property placed in or on the Leased Premises by Tenant, and Tenant shall repair in good and workmanlike manner any damage caused by removal.

12. UTILITY SERVICES.

Tenant shall pay for the cost of all gas, electricity, water, sewer service and all other utilities used or which might be utilized by Tenant at the Leased Premises.

13. SIGNS.

Tenant shall not have the right to place, erect or affix signs or other objects upon or to the roof or exterior walls of the Leased Premises or paint or otherwise alter the exterior walls of the Leased Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Any signs requested to be installed by Tenant shall conform to all applicable laws, ordinances, restrictions and regulations. In the event Landlord grants consent to erect signs, Tenant shall remove all signs at the termination of the Agreement and shall repair any damage and close any holes caused or revealed by such removal.

14. FIRE AND CASUALTY DAMAGE INSURANCE.

14.1 Landlord shall obtain and maintain in force during the Term, casualty insurance, insuring the Leased Premises against loss by fire or other hazards included under extended coverage provisions for the replacement cost of Leased Premises.

14.2 Tenant shall not permit any operation or activity to be conducted or storage or use of any volatile or other materials in the Leased Premises that would cause suspension or cancellation of any fire and extended coverage insurance policy covering the Leased Premises and carried by Landlord, or increase the premiums thereof, without prior written consent of Landlord. Tenant shall be responsible for insuring Tenant's property within the leased premises and Landlord shall in no way be responsible for any of tenant's property or improvements to the building.

15. WAIVER AND SUBROGATION.

Subject to the terms of Paragraph 26, the placement of time element and/or physical damage insurance by Landlord and Tenant on their respective properties or business as to amount and type shall be as set forth in this agreement, but both parties, irrespective of any negligence whatsoever on the part of either party, mutually agree to hold one another completely free and harmless from any loss or damage to one another's business or property (excepting plate glass and neon signs), if said loss or damage is,

would be, or could be totally or partially covered by any type of real or personal property insurance and/or time element coverage (business interruption, profits and commissions, leasehold or rent) payable to either party as insured, and both parties further agree to waive any and all rights of subrogation or recovery against one another that would inure to the benefit of their respective insurance carrier(s). In no event, however, shall this mutual waiver of subrogation ever apply to any claim, suit, or cause of action by any third party (including, but not limited to, Landlord's employees, invitees, and licensees and Tenant's employees, customers, invitees, and licensees) arising out of any occurrence resulting in bodily injury, property damage, or financial loss to said third party.

16. LANDLORD'S RIGHT OF ENTRY.

Landlord and its authorized agents shall have the right, to enter the Leased Premises after providing three (3) days written notice (i) to inspect the general condition and state of repair thereof; (ii) to make repairs required or permitted under this Agreement; or (iii) during the last 6 months of the Term of this Agreement or any extension thereof. show the Leased Premises to any prospective purchaser; provided, however, Landlord and its agents shall not interfere with Tenant's business activities in or on the Leased Premises during any such entry into or onto the Leased Premises. It is understood that Landlord has no duty to make any inspections and will not incur any liability or obligation with respect to any state of facts which might have been discovered by reason of any such inspection.

17. ASSIGNMENT AND SUBLETING.

Tenant shall not assign its rights hereunder or sublet the Leased Premises to any unaffiliated entity without Landlord's prior written consent. The Landlord's consent to any assignment or subletting shall not relieve Tenant from performance of any obligations of this Agreement.

18. FIRE AND CASUALTY DAMAGE.

18.1 If the Leased Premises should be damaged or destroyed by fire, tornado or other casualty Tenant shall give immediate written notice thereof to Landlord.

18.2 If the Leased Premises should be substantially or totally destroyed by fire, tornado, or other casualty, or so damaged that rebuilding repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Tenant to Landlord of the happening of the damages; this Agreement shall terminate at the option of Tenant or Landlord and Rent shall be abated for the unexpired portion of this Agreement, effective from the date the Leased Premises are damaged, provided that the proximate cause of such substantial or total destruction was not the negligent or intentional acts of Tenant, its employees or agents. If this Agreement is not terminated, the Leased Premises shall be rebuilt or repaired by Landlord and Rent abated for the months during which the Leased Premises are rebuilt or repaired.

18.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but only to such an extent that rebuilding or repairs can reasonably be completed within ninety (90) days from the date of written notification by Tenant to Landlord of the happening of the damage, this Agreement shall not terminate but Landlord shall, at its sole cost and risk, proceed forthwith and use due diligence to rebuild or repair the Leased Premises (other than leasehold improvements made by Tenant) to substantially the condition which existed prior to such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the Rent payable hereunder during the period in which they are untenantable shall be prorated and shall be the total of the rent otherwise due for such period multiplied by the quotient of (i) the number of days of during the period in which the Leased Premises were fit for occupancy by Tenant, divided by (ii) the total number of days during such period; provided that the proximate cause of such substantial or total destruction was not the negligent or intentional acts of Tenant, its employees or agents. Notwithstanding anything herein to the contrary, Tenant shall obtain prior written approval before making any improvement that will become a part of the Leased Premises.

19. INDEMNITY AND PUBLIC LIABILITY INSURANCE

19.1 Landlord shall not be liable for Tenant or to Tenant's employees, agents or visitors, or to any other person whomsoever, for any injury to persons or damage to property on or about the Leased Premises or any adjacent area owned by Landlord caused by negligence or misconduct of Tenant, its employees, subtenants, licensees or concessionaries or any other person entering the Leased Premises under express or implied invitation of Tenant, or arising out of the use of the Leased Premises by Tenant and the conduct of its business therein, or arising out of any breach or default by Tenant in the performance of its obligations hereunder; and Tenant hereby agrees to indemnify Landlord and hold harmless from any loss, expense or claim arising out of such damage or injury. Tenant shall not be liable for any injury or damages caused by the negligence or misconduct of Landlord or its employees or agents, and Landlord agrees to indemnify Tenant and hold it harmless from any loss, expense or damage arising out of such damage or injury.

19.2 Landlord and Landlord's agents and employees shall not be liable to Tenant for any injury to person or damage to property resulting from the Leased Premises becoming out of repair or by defect in or failure of equipment, pipes, or wiring, or broken glass, or by the backing up of drains, or by gas, water, steam, electricity or oil leaking, escaping or flowing into the Leased Premises, regardless of source, or by dampness or by fire, explosion, falling plaster or ceiling (except where due to Landlord's failure to make repairs required to be hereunder, after the expiration of a reasonable time after written notice to Landlord of the need for such repairs).

19.3 Tenant shall maintain at Tenant's sole expense: (a) insurance against loss or damage to Tenant's property located on the Leased Premises; (b) comprehensive general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per

occurrence and One Million Dollars (\$1,000,000) per aggregate; (c) appropriate worker's compensation insurance; and (d) all other forms of insurance imposed upon Tenant by applicable legal requirement. Said liability insurance shall be written by an insurance carrier with a capital and/or surplus of not less than Ten Million Dollars (\$10,000,000), and Landlord shall be furnished with proof of said insurance within thirty (30) days after the effective dates of any renewals. All insurance maintained by the Tenant will: (e) name Landlord as an additional insured party, (f) include an effective waiver by the insurer of all rights of subrogation against any named insured; (g) provide that the coverage afforded by such policies will not be canceled by the insurer without thirty (30) days' prior written notice to Landlord; and (h) be issued by companies and in forms reasonably satisfactory to the Landlord. Promptly after the execution of this Agreement and continuously thereafter during the Term, Tenant will deliver to Landlord true and correct certificates of insurance required to be maintained under the Agreement together with appropriate evidence of payment of the premiums therefore. Landlord also agrees to maintain insurance against loss or damage of the Leased Premises. Tenant shall be named as additional insured on the policy of the Landlord.

19.4 Under no circumstances whatsoever shall Landlord or Tenant ever be liable for punitive, consequential or special damages or loss of profits under this Agreement and Landlord and Tenant each waive any rights they may have to such damages under this Agreement in the event of a breach or default by Landlord or Tenant under this Agreement. This in no way limits actual damages.

20. CONDEMNATION.

20.1 If, during the Term or any extension thereof, all or any part of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Tenant as its option, may by written notice to Landlord terminate this Agreement if the Leased Premises are in the opinion of the Tenant, unusable by Tenant for its purposes, and Tenant so notifies Landlord within fifteen (15) days after such condemnation or sale. If Tenant elects to terminate this Agreement, the Rent shall be abated for the unexpired portion of the Agreement, effective from the date of taking of the Leased Premises by the condemning authority. If Tenant elects not to terminate the Agreement, and any characteristic of the Leased Premises are made less desirable by the condemnation, then there shall be an equitable adjustment of the Rent, as agreed upon by Tenant and Landlord in writing, to reflect such fact for the balance of the Term.

20.2 Landlord and Tenant shall each be entitled to receive and retain such separate awards or portions of lump sum awards as may be allocated to their respective interests in any condemnation proceedings and each shall have reasonable opportunity to participate in the condemnation proceedings. The termination of this Agreement shall not affect the rights of the respective parties to such awards.

21. HOLDING OVER.

Should Tenant, or any of its successors in interest fail to surrender the Leased Premises, or any part thereof, on the expiration of the Term or extension thereof, such holding over shall constitute a tenancy from month to month upon the same terms, covenants and conditions herein specified, except that the monthly rental shall be increased by five percent (5%) of the monthly installments payable with respect to the last month of the Term or extension thereof unless terminated by Landlord or Tenant upon thirty (30) days' advance written notice or otherwise agreed in writing.

22. DEFAULT BY TENANT.

The following events shall be deemed to be events of default under this Agreement:

a) Failure of Tenant to pay any installment of the Rent or other sum payable to Landlord hereunder on the date the same is due and such failure shall continue for a period of ten (10) days after written notice thereof is received by Tenant;

b) Failure of Tenant to comply with any term, condition or covenant of this Agreement, other than the payment of Rent or a sum of money, and such failure shall not be cured within thirty (30) days after written notice thereof is received by Tenant; provided that in the event that such failure to comply under the Agreement cannot reasonably be cured within such thirty (30) day period Tenant shall have an additional reasonable period of time to cure such failure if Tenant commences to cure with due diligence within thirty (30) day period and proceeds to cure until completion thereof; or

c) Abandonment by Tenant of any substantial portion of the Leased Premises or cessation of use of the Leased Premises for the purpose leased.

23. REMEDIES OF LANDLORD AND TENANT.

23.1 Upon the occurrence of any of the events of default listed in Paragraph 22 hereof by Tenant, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

a) Enter upon the Leased Premises and again have, repossess and enjoy the same as if the Agreement had not been made and thereupon the Agreement and all obligations of Landlord thereunder shall cease and terminate without prejudice, and Landlord shall have the further right to recover from Tenant (i) all Rent due upon the time of entry; and (ii) all damages Landlord may incur by reason of such breach, including, without limitation, the cost of recovering the Leased Premises, reasonable attorney's fees, and accelerated Rent otherwise due for the remainder of the Term hereof, all of which amounts shall be immediately due and payable by Tenant to Landlord.

b) Enter upon the Leased Premises, without terminating this Agreement, and without being liable for prosecution or for any claim for damages thereof and do whatever Tenant is obligated to do under the terms of this Agreement. Tenant agrees to

pay Landlord on demand for reasonable and necessary expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Agreement. Landlord shall not be liable for any damages resulting to Tenant from such action, unless caused by negligence or willful misconduct of Landlord.

23.2 In the event Landlord shall fail to comply with any term, condition or covenant of this Agreement and such failure shall continue for a period of thirty (30) days after written notice thereof from Tenant, then Tenant shall have the right to terminate the Agreement upon written notice to Landlord; provided that in the event that such failure to comply under the Agreement cannot be reasonably cured within such thirty (30) day period, Landlord shall have an additional reasonable period of time to cure such failure if Landlord commences to cure with due diligence within such thirty (30) day period and proceeds diligently to cure until the completion thereof.

23.3 Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of performance of any of the terms, conditions, or covenants herein contained. Landlord and Tenant will attempt to mitigate any damage or loss caused by any breach by using commercially reasonable means.

24. ATTORNEY'S FEES.

If, on account of any breach or default by Landlord or Tenant of their respective obligations under this Agreement, it shall become necessary for the other to employ an attorney to enforce or defend any of its rights or remedies hereunder, and should such party prevail, it shall be entitled to any reasonable attorneys' fees and court costs incurred in connection with such, the amount of which shall be fixed by the Court and shall be made a part of the judgment rendered.

25. WAIVER OF DEFAULT.

No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein. None of the terms, covenants or conditions of this Agreement can be waived by either Landlord or Tenant except by appropriate written instrument.

26. ENVIRONMENTAL MATTERS

26.1 Hazardous Materials. Tenant agrees not to permit any Hazardous Material (as defined hereinafter) to be installed, brought, kept, used, stored or discharged upon the Premises. Tenant shall indemnify Landlord for any losses, damages, liability, claim, or expenses (including reasonable attorneys' fees) resulting from a breach of the aforesaid agreement or resulting from the exercise of Tenant's rights to store or use any Hazardous Material in accordance with the provisions of this paragraph. For purposes hereof, the

term "Hazardous Material" shall include, without limitation, any substances defined as "hazardous wastes," "hazardous substances," "hazardous materials," or "toxic substances" by the Resource Conservation and Recovery Act of 1976, as amended from time to time, or the regulations promulgated thereunder, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time, or the regulations promulgated thereunder, the Toxic Substances Control Act, as amended from time to time, or the regulations promulgated thereunder, or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of any governmental authority having jurisdiction over the Premises which regulates or imposes liability or standards of conduct concerning any hazardous, toxic, or dangerous waste, substance or material, as now or at any time hereafter in effect. Without limiting the generality of the foregoing, the term "Hazardous Material" shall include dry cleaning solvents.

26.2 Landlord shall defend, indemnify and hold harmless Tenant from any and all liabilities (including strict liability), actions, demands, penalties, losses, costs or expenses (including, without limitation, attorneys fees and expenses, and remedial costs), suits, costs of any settlement or judgment and claims of any and every kind whatsoever which may now be reasonably paid, incurred judgment and claims of any and every kind whatsoever which may now be reasonably paid, incurred or suffered by Tenant or asserted against Tenant by any person, entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence in, on or under, or the escape, seepage, leakage, spillage, discharge, emission or release onto or from, the Leased Premises of any Hazardous Materials to extent attributable to the use of, activities upon, or control of the Leased Premises by Landlord, its agents, employees, or invitees.

27. EXHIBITS.

All exhibits, attachments, annexed instruments and addenda referred to herein shall be considered part hereof for all purposes with the same force and effect as if copied at full length herein.

28. USE OF LANGUAGE.

Words of any gender used in this Agreement shall be construed to include any other gender, and words in the singular shall be held to include the plural, unless the context otherwise requires.

29. CAPTIONS.

The captions or headings of Paragraphs in this Agreement are inserted for convenience only and shall not be considered in construing the provisions hereof if any questions of intent should arise.

30. SUCCESSORS.

The terms, conditions, and covenants contained in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided.

31. SEVERABILITY.

If any provision in this Agreement should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby.

32. NOTICES.

Any notice, payment, demand or document required or permitted to be delivered hereunder may be delivered in person or shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certificated mail, return receipt requested, addressed to the parties of the addresses indicated below, or at such other addresses as may have therefore been specified by written notice delivered in accordance herein.

LANDLORD: Dustin Fawcett
 Ector County Judge
 300 N. Grant Ave., Rm. 227
 Odessa, TX 79761

TENANT: Eric M. Cohen
 Butler-Cohen, LLC
 3200 Southwest Freeway, Suite 1575
 Houston, Texas 77027

33. ENTIRE AGREEMENT.

This Agreement embodies the entire agreement between Landlord and Tenant relative to the leasing of the Leased Premises and supersedes all other agreements, including prior negotiations conducted either in writing or orally. There are no oral or written agreements existing between Landlord or Tenant relative to the leasing of the Leased Premises that are not expressly set forth herein.

34. GOVERNING LAW.

The laws of the state of Texas, without reference to the conflict of law provisions thereof, shall govern the validity, construction, enforcement and performance of this Agreement and all other documents or instruments delivered pursuant hereto.

35. TIME OF ESSENCE.

Time is of the essence of this Agreement and each provision thereof.

36. MEMORANDUM OF AGREEMENT.

Neither Landlord nor Tenant shall record this Agreement or a memorandum thereof without the written consent of the other.

37. COUNTERPART EXECUTION

This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivered by electronic transmission in portable document format (pdf), all of which are taken together shall constitute one and the same instrument. This Agreement to the extent signed and delivered by means of facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original instrument and shall be considered to have the same binding legal effect as it were the original signed version thereof delivered in person. At the request of any party hereto or to any such instrument, each other party shall re-execute original forms thereof and deliver them to all parties. No party hereto or to any such instrument shall raise the use of a facsimile machine or electronic transmission in portable document format (pdf) as a defense to the formation of a contract and each such party forever waives such defense, except to the extent such defense relates to lack of authenticity.

(SIGNATURE PAGE FOLLOWS)

EXECUTED as of the day and year first above written.

LANDLORD:

Ector County, a political subdivision of the State of Texas

By: _____
Ector County Judge

THE STATE OF TEXAS

§
§
§

COUNTY OF ECTOR

This instrument was acknowledged before me on this _____ day of _____ 2025.

My Commission Expires:

Notary Public, State of Texas

Printed Name of Notary

TENANT:

Butler-Cohen, LLC, a Texas Limited Liability Company

By: _____
Signature of an Authorized Agent

THE STATE OF TEXAS

§
§
§

COUNTY OF HARRIS

This instrument was acknowledged before me on this _____ day of _____ 2025.

My Commission Expires

Notary Public, State of Texas

Printed Name of Notary

EXHIBIT "A"

DESCRIPTION OF REAL PROPERTY

The building located at 204 N. Grant Ave., Odessa, TX 79761, commonly known as the Henderson Drug Building, legal description Original Town, Block 36, Lot 22

EXHIBIT "B"

LEASEHOLD IMPROVEMENTS AGREEMENT

I. TENANT'S PLANS AND SPECIFICATIONS

A. Tenant is not planning on using an architect to create plans or specifications for the leasehold improvements, as they are cosmetic in nature. Tenant will describe the improvements in writing to Landlord for its approval. If Tenant decides to engage an architect, it will submit the plans for approval to the Landlord.

B. To the extent that any construction plans occur, a complete set of final plans and specifications shall be submitted for Landlord's signed approval for all the work specified above promptly following the execution and delivery of the work. All construction plans and specifications shall be subject to Landlord's final approval, and after such approval, Tenant shall include tracings and other reproducible drawings and shall be in a form satisfactory for filing with appropriate governmental authorities.

C. The cost of the development of plans for work by Tenant's architects shall be borne solely by Tenant, whether such plans are actually used or not.

II. BUILDING STANDARD

All of the following leasehold improvements (as agreed to by Landlord and Tenant) shall be designed and constructed, at a minimum, in accordance with the "Building Standard Work" more particularly described on Exhibit "1" attached hereto and incorporated herein by reference for all purposes.

A. NON-BUILDING STANDARD WORK; COST OF WORK

In the event Tenant desires any work to be done in addition to the Building Standard Work set out above (the "Non-Building Standard Work"), Tenant shall timely submit the necessary plans and specifications for such work to Landlord pursuant to Paragraph I.B. above, and Landlord shall have final approval authority, and the work shall be at Tenant's sole cost and expense.

B. Tenant agrees to construct or cause to be constructed all improvements (including both the Building Standard Work and Non-Building Standard Work approved as provided above) contemplated by the aforesaid approved final plans and specifications, at Tenant's sole cost and expense; It is hereby agreed that Tenant shall bear the entire cost of performing the construction of the improvements pursuant to the final approved plans and specifications (including, without limitation, the cost of preparation of such plans and specifications, costs of construction, labor and materials, electrical usage during construction, additional janitorial services necessitated by such construction, general tenant signage in regard to such construction, related tax and insurance costs and other costs in respect to such improvements.

C. In no event shall any substandard materials be used for any Building Work or Non-Building Standard Work.

D. Tenant shall be solely responsible for (and shall pay as Tenant's sole expense) any increases to the Permitted Costs which arise as a result of any change orders requested by Tenant to the approved construction plans or which otherwise arise by virtue of Tenant's cause, which additional costs pursuant to any such change order or cause shall be paid in cash by Tenant currently with the execution and approval by each of Landlord and Tenant of such change order or, in the event of any circumstance of cause by Tenant), promptly following demand therefor, and Tenant shall additionally be responsible for and shall pay the cost of any additional expenses incurred in connection with the construction of the above-described Non-Building Standard Work arising by virtue of any changes to the scope thereof beyond that contemplated under the approved construction plans and which are required by any governmental or quasi-governmental authority and were not contemplated under the approved construction plans, provided that Landlord will notify Tenant in writing promptly following Landlord's receipt of notice of any such requirement of any such governmental or quasi-governmental authority, which notice shall include the Landlord's estimate of the amount of the increase to the Permitted Costs resulting from any such requirement, and Tenant shall pay in cash to Landlord the amount set forth in such notice prior to Tenant's commencement (or continuation, as the case may be) of the work resulting from any such requirement of such governmental or quasi-governmental authority (it being hereby further agreed that Tenant shall be entitled to contest any such requirement of any such governmental or quasi-governmental authority, in accordance with applicable procedures therefor, so long as any such contest does not unreasonably delay or interfere with the timely construction of the Non-Building Standard Work as contemplated under this Exhibit.

III. COMPLETION AND RENTAL COMMENCEMENT DATE

The Commencement Date of the Lease Agreement is the same as the Execution Date of this Agreement. Rent shall be due on the 1st day of the month beginning at the end of 12th month from the Execution Date and beginning the 13th month from the Execution Date.

IV. Tenant agrees to perform, at Tenant's expense, and in lieu of rent payments for the first 12 months of this Agreement, general repair work described below. This general repair work shall include work necessary to operate Tenant's business within the Leased Premises, including but not limited to: painting, replacement or repair of existing flooring, awning replacement, exterior window repairs, installing selective new plumbing fixtures, repairing of existing and creation of new (non-structural) interior walls within the Leased Premises (the "Restoration Work"). The Restoration Work shall be performed in compliance with applicable codes, ordinances, statutes and laws.

V. Tenant agrees to provide Landlord true and correct copies of Tenant's invoices for Tenant's Work upon completion of the Restoration Work.



PERMIACARE

Contract Department
401 East Illinois Avenue
Midland, TX 79701
432-570-3333

Sheriff Mike Griffis

Ector County
P.O. Box 2066
Odessa, TX 79760

April 28, 2025

Dear Sheriff Griffis,

Please find enclosed the renewal contract between Ector County and Permiacare for Mental Health Deputy Services.

Please find enclosed:

1. Contract (please sign and return page 18)
2. Exhibit D (please initial and return)
3. Exhibit E Data Use Agreement (please sign and return)
4. Standard Operating Procedures (please sign and return)
5. Attachment 1 Contract Affirm v 2.3 fill out (the last) page 14 completely, sign and return.
6. Attachment 2 UTC v 3.3
7. Business Associate Agreement (please sign and return)

Please return **all documents** to us and a complete set including the Fully Executed Contract will be returned to you upon completion. Please contact me at **432-570-3333** if you have any questions or concerns. We look forward to continuing our professional relationship with you in the future.

Sincerely,

Adriann Garcia
Administrative Assistant
401 E. Illinois Suite 403
Email: adrianngarcia@permiacare.org
Fax: (432) 570-3346

Agenda item #16

Our mission is to enhance the behavioral and developmental health and wellness of our community by helping people live their best lives

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
COMMUNITY BASED SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into by and between PERMIAN BASIN COMMUNITY CENTERS DBA PermiaCare, a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, (the "Authority") Ector County ("Contractor"), for the purpose of providing community-based services currently not available to the Authority through its present staff of employees.

RECITALS

WHEREAS, PermiaCare is a State of Texas designated mental health and intellectual and developmental disability local authority established to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and developmental disability services for the residents of Midland, Ector, Pecos, Brewster, Jeff Davis, Presidio, Hudspeth, and Culberson Counties, as well as the Provider Contractor for the Texas Department of Rehabilitative Services (DARS).

WHEREAS Contractor desires to contract with Authority to provide Mental Health Deputy Services and;

WHEREAS this agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**I.
PERSONNEL**

The Authority staff members responsible for monitoring, approving billing and the clinical program for this Agreement is the Director of Mental Health Services, Todd Luzadder, or his designee.

**II.
INDEPENDENT CONTRACTOR RELATIONSHIP
BETWEEN THE PARTIES**

1. **Independent Contractor.** The relationship between the Authority and Contractor will be that of an independent contractor. The parties agree that none of the provisions of this Agreement are intended to create, nor will be deemed or construed to create, any relationship between the Authority and Contractor other than that of independent parties contracting with each other to carry out this Agreement. It is expressly agreed that Contractor and Contractor's personnel, if any, may not for any purposes be deemed to be an officer, employee, agent, partner, joint ventures, ostensible or apparent agent, servant

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
COMMUNITY BASED SERVICES AGREEMENT**

or borrowed servant of the Authority. Contractor agrees that it will not hold itself out as an agent of the Authority to individuals served under this Agreement or to any other persons.

Contractor understands and agrees that:

- A. Authority will not:
 - 1) withhold on Contractor's behalf any sums for income tax, unemployment insurance, social security, or any other withholding under any law or requirement of any governmental body relating to Contractor; or
 - 2) make available to Contractor any benefits afforded to employees of Authority.
- B. All the payments, withholdings, and benefits, if any, are the Contractor's sole responsibility regarding reimbursement under this Agreement; and
- C. Contractor will indemnify and hold Authority harmless from any and all loss or liability arising with respect to the payments, withholdings, and benefits, if any, described in this Agreement.
- D. In the event the Internal Revenue Service should question or challenge Contractor's independent contractor status, the parties mutually agree that all parties to this Agreement will have the right to participate in any discussion or negotiation occurring with the Internal Revenue Service.

2. **Professional Judgment.** In the performance of all services under this Agreement, Contractor is at all times acting as an independent contractor engaged in the delivery of its services. Contractor and its personnel, if any, will employ their own means and methods and exercise their own professional judgment in performing the services under this Agreement. The sole concern of the Authority under this Agreement is that, irrespective of the means selected, the services will be performed in a competent, efficient, and satisfactory manner in compliance with the policies and procedures of the Authority and state laws.

3. **Liability for Treatment or Service.** Nothing in this Agreement shall be deemed to change or alter any relationship which exists or may come to exist between the Contractor and the person served. Contractor shall have and be subject to the same duties, liabilities and responsibilities toward the Authority's persons' served as exist generally between Contractor and other individuals he provides a service. Further, the Utilization Review and Quality Management Procedures of the Authority shall not diminish the Contractor's obligation to render individuals served consistent with the applicable standards of care.

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
COMMUNITY BASED SERVICES AGREEMENT**

**III.
OBLIGATIONS OF CONTRACTOR**

1. **Services.**

- A. The professional services to be provided by the Contractor will be provided in accordance with the Plans of Care/Treatment Plans, Individual Habilitation Plans or Community Placement Plans of persons, as set forth in **Exhibit A**.
- B. Contractor agrees that no person who is eligible for services under this Agreement will be denied services solely on the basis of the person's arrest, charge, fine, probation, indictment, incarceration, deferred adjudication, community supervision, sentencing, or conviction of a criminal offense.
- C. Contractor agrees that it may not restrict or expand the definitions of priority population or any other consumer/individual served defined in this Agreement.
- D. Contractor agrees that it will not deny services to a consumer serviced under this Agreement because of consumer's inability to pay.
- E. If applicable, Contractor must ensure that if any services provided by Contractor, now or in the future, are funded by Title XIX of the Social Security Act relating to the services of an Intermediate Care Facility for persons with Developmental Disabilities (ICF/DD), an Intermediate Care Facility (ICF), or a Skilled Nursing Facility (SNF), no funds received by Contractor from Authority shall be used to pay for services reimbursed under Title XIX. Contractor further must notify Authority if Contractor intends to participate in any Title XIX program and, if Contractor participates in such a program, to notify Authority if Program Resident, not already receiving Medicare or Medicaid assistance, becomes eligible for such assistance.

2. **Qualifications.** Contractor's professional and educational qualifications and any additional required documentation are set forth in **Exhibit B**.

3. **Authority Approval of Contractor Personnel.** Contractor agrees not to subcontract or assign any services until approval of such subcontractors are approved by Authority in writing. Any subcontractors or employees of Contractor are the direct responsibility of Contractor.

4. **Certifications and Representations**

- A. Contractor represents and warrants at all times during this Agreement, that it, its officers, employees and agents will comply with all applicable policies of the Authority, and all applicable local, state, and federal laws rules, regulations, guidance and/or directives, including but not limited to all applicable standards set forth by HHSC.
- B. Contractor represents and warrants that the Contractor and Contractor's officers, employees and agents are not currently an employee of the Authority.

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
COMMUNITY BASED SERVICES AGREEMENT**

- C. Contractor represents and warrants that it is eligible to receive payments from state funds as required by Texas Family Code §231.006.
- D. Contractor further certifies to the following:
- it is not ineligible for participation in federal or state assistance programs;
 - it is in good standing with all state and federal agencies that have a contracting or regulatory relationship with Contractor;
 - no officer or managing employee of Contractor has been convicted of a crime related to any program established under Medicare, Medicaid, Title XX social services block grants or community mental health block grants;
 - neither it, nor its officers or employees, are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and
 - it is not subject to an outstanding judgement in a suit against Contractor for collection of the balance of a substantial debt.
- E. Contractor represents and warrants that the Contractor and Contractor's officers, employees and agents are duly licensed, certified, registered and possess other legally necessary and recognized credentials necessary to perform the Covered Services to be provided under this Agreement in accordance with the laws of the State of Texas.
- F. Contractor will ensure the performance of services within the standards and scope of its profession and in a manner designed to assist in the Authority's efficient operation of the Authority. Contractor agrees to interact with Authority staff, other Contractors with the Authority, and consultants in a cooperative manner. The adequacy of the performance of this obligation will be determined at the Authority's sole discretion.
- G. The Contractor represents and warrants that the execution and performance of this Agreement by the Contractor will not conflict with or create a default under any agreement, contract, instrument, order or judgment to which Contractor is a party or otherwise subject.
- H. The Contractor represents and warrants that AIDS/HIV workplace guidelines, similar to those adopted by DSHS and DADS, and AIDS/HIV confidentiality guidelines consistent with state and federal law, will be adopted and implemented by the Contractor.
- I. The Contractor represents and warrants that at the time of executing this Agreement, neither the Contractor, its officers or directors is currently held in abeyance or barred from the award of a federal, state or county contract. Contractor agrees to disclose this information in the event such abeyance occurs at any time during the term of this Agreement. Such disclosure shall include when Contractor:
- 1) is currently held in abeyance from or barred from the award of a federal, state or county contract or if this occurs anytime during this Agreement's term;
 - 2) has been convicted of a criminal offense related to any county, state or federally funded program; or is placed on "vendor hold" status for any county, state or federally funded Authority or program.
- J. The Contractor represents and warrants that it has full power and authority to enter into this Agreement.

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
COMMUNITY BASED SERVICES AGREEMENT**

- K. The Contractor represents and warrants that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Contractor further represents and warrants that if any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of Congress, or an employee of a member of Congress in connection with such Federal contract, grant, loan, or cooperative agreement, the Contractor will complete and submit Standard Form LLL, A Disclosure Form to Report Lobbying accordingly.
- L. The Contractor certifies that it has not had an HHSC contract terminated for cause.
5. **Receipts and Records.** Contractor agrees to provide the Authority upon request with original receipts for the purchases of all goods and services involving the use of Authority funds as well as all other financial and supporting documents and statistical records. Contractor shall retain these and any other records pertinent to the services for which a claim or cost report was submitted to the Authority, including Plans of Service/Treatment Plans, for a period of seven (7) years.
6. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.
7. **Responsibility for Consumer Funds.** If Contractor assumes responsibility for the funds of a consumer, Contractor will abide by written policies approved by the Authority and will protect and account for such funds in accordance with generally accepted accounting principles.
8. **Telemedicine Medical Services.** Contractor shall ensure that if telemedicine medical services are provided, that they are implemented in accordance with the Authority's written procedures.
9. **Training.** Contractor agrees to obtain and/or maintain training as required by the Quality Management Department, and as required and approved by the Authority. Proof of all required training shall be submitted to the Authority within thirty (30) calendar days of contract start date (all training needs to occur before the contractor serves consumers). Required training may be obtained from the Authority; however, Contractor shall not bill Authority for said training hours. Failure to obtain and /or keep current required training will be deemed non-compliance and may be considered grounds for termination of this Agreement.

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
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10. **Required Reporting Regarding Licensure.** Contractor, its officers, employees and agents, will maintain, as applicable to service delivery, any certifications, registrations, or licenses required to remain in good standing in its profession during this Agreement's term. Additionally, Contractor must inform the Authority immediately of any changes – including any termination, reduction, revocation or suspension – to any certifications, registrations or licenses held by the Contractor, its officers, employees or agents. Contractor shall report to Authority any allegation that a professional licensed or certified by the State of Texas and employed by the Contractor has committed an action that constitutes grounds for the denial or revocation of the certification or licensure. If Contractor's employee has such a denial or revocation, and Contractor fails to remove such employee, then this agreement may be immediately terminated without prior notice.

11. **Reports of Abuse and Neglect.** Contractor must report to the Authority's Client Rights Officer at (at (432) 570-3333 and Department of Family and Protective Services (at 800-252-5400) allegations of abuse, neglect, and exploitation in compliance with federal and state law, and Authority policies and procedures. Reporting to the Authority's Client Rights Officer shall include the allegations, confirmed or otherwise, which effects all individuals being served by the Contractor whether under this Agreement or not.
 - a. Contractor agrees to adhere to the Authority policy with regard to incident reporting. This policy will be made available to contractor upon qualification for eligibility to join network and provide services.
 - b. Contractor agrees to post all required rights, abuse/neglect and complaint information as required by the Agency.

12. **Required Information for Criminal Conviction Checks.** The Contractor agrees to provide to the Authority any information necessary to obtain or regarding criminal history record information/conviction data on Contractor or any of Contractor's employees whose duties place them in direct contact with clients in accordance with Tex. Health & Safety Code Ann. 533.007 (Vernon 1992) and Chapter 250, the Texas Government Code Chapter 411.115, and 25 Texas Administrative Code Chapter 414, Subchapter K. Should contractor or any employee have a criminal history/conviction relevant to its employment then Contractor shall immediately remove the employee from any direct contact with clients/consumers. If Contractor's employee has such a conviction, and Contractor fails to remove such employee, then this contract may be terminated without prior notice.

13. **Contractor's Governing Body.** Contractor agrees to provide Authority with a list of the members of Contractor's governing body, if applicable.

14. **Managed Care Organizations.** Contractor agrees to follow all guidelines of any managed care contracts that Authority has executed. Further Contractor shall complete all necessary applications and documentation to be a provider in such networks. Failure to join such organizations may limit referrals or indicate grounds for immediate termination of this Agreement.

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15. **Medical Care.** If a person receiving services from Contractor requires immediate and/or emergency medical attention during the delivery of services, Contractor agrees to provide or procure appropriate hospital, surgical, medical and dental care for the individual as specified in the Contractor's Emergency Policy and Procedures.
16. **Solicitation Prohibitions Involving Potential Consumers.** Contractor agrees and is aware that Contractor is prohibited from offering any gift with a value in excess of \$10.00 to potential consumers; soliciting potential consumers in person, through direct-mail, by telephone or other means of communication. Violation of this prohibition will cause immediate termination of this Agreement.
17. **Credentialing.** Contractor agrees and ensures that its licensed staff and other appropriate staff (such as QMHP-CS) will be credentialed before services are delivered to consumers. Authority may review and credential all Contractor staff, employees and agents at the professional level (i.e. licensed staff). Contractor will submit completed credentialing application forms to the Authority for each licensed professional providing services to covered consumers. Authority will notify Contractor of any individual not meeting the credentialing criteria. If Contractor has its own credentialing process that meets or exceeds standards set forth by the Authority's Credentialing Committee, credentialing of staff may, upon prior approval by the Authority, be delegated to the Contractor.
18. **Quality Management and Monitoring.** Contractor agrees; a) to comply with the Quality Management activities of the Authority including organizational self-assessments and measures of satisfaction as specified by the Authority; b) to comply with Authority's utilization management requirements; (c) to comply with Authority's monitoring procedures, including submission of reports and data and other information requested by Authority.
19. **Optimizing Revenue.** Contractor agrees to optimize earned revenues and ensure best cost value through coordination of insurance benefits and third-party revenues.
20. **Assignment.** Contractor assigns to Authority any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), as amended, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01 et seq (1967). as amended.
21. **Provision of Residential Services.** If this contract is for the provision of residential services in a family home, then the home will be used only to house disabled persons and may not be used as a restitution center, a home for substances abusers, or a halfway house. For purposes of this paragraph, "family home" and "disabled persons" are defined as in the Community Homes for Disabled Persons Location Act, Texas Human Resources Code, Chapter 123.

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
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22. **Compliance Program.** Contractor acknowledges that he or she is aware that the Authority's compliance program is designed to promote compliance by the Authority and its covered contractors, with the requirements of Medicare, Medicaid and other federal healthcare programs. Contractor further acknowledges that he or she has received a copy of the Authority's Code of Conduct and will abide by such Code of Conduct and will participate, as necessary, in Authority's compliance program. Contractor is to report suspected fraud and unlawful conduct to the Authority's Compliance Officer in accordance with Policy AD027.
23. **Compliance with Applicable Law.** Contractor is required to comply with all applicable laws and regulations concerning services provided under this contract.
24. **Conflict of Interest.** Contractor represents, warrants and agrees that performance under this Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Contractor will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. Contractor also represents and warrants that it has and will, during the term of this contract abide with the following accountability requirements:
- A. There is not, and will not be, a conflict of interest or standards of conduct violation between the Contractor and any Center employee or officer as prohibited by 25 TAC 412.54(b).
 - B. Its employees and officers are not, and will not be, employees or officers of the Center engaged in contracts management of this contract; nor is its employees and officers partners or relatives within the second degree of consanguinity or affinity to such Center employees or officers); as prohibited by 25 TAC Sec.412.54(c)(1);
 - C. It and its employees and officers have not violated any standards of conduct stated by 25 TAC Sec.412.54(c)(2);
 - D. There is not, and during the contract term there will not be, participating in this contract, a former Center employee or officer subject to 25 TAC 412.54(d).
25. **Safety and Health.** Contractor agrees to adhere to Authority safety protocols, policies and procedures when providing services on Authority's property. The Authority assumes no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract whether performed at an Authority facility or not. The Contractor shall take necessary steps to ensure or protect its clients, itself, and its personnel. The Contractor agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
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IV.
RESPONSIBILITIES OF THE AUTHORITY

1. Payment.

- A. In consideration of the obligations undertaken by Contractor, the Authority agrees to pay Contractor, in accordance with the fee schedule attached as Exhibit D, for an amount not to exceed \$ 70,000.00 for the time period stated in Section VII, paragraph 1. *This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Authority has allocated to this Agreement, and if funds for this contract become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Authority.*
- B. Payment will be made as reflected in Exhibit D based upon the services provided by Contractor as reflected in a completed claim form approved either by the Chief Executive Officer, or by the Authority employee(s) authorized to approve billing(s) as set forth in Section I. Personnel. Only the Authority can designate an individual to receive services under this Agreement.
- C. Payment for services is conditioned upon the Contractor completing the documentation necessary for the Authority to process the claim(s). Such documentation must be complete, legible, and properly signed with title, date and time as required. The contents must meet standards, reporting requirements and rules set forth by DSHS, DADS and/or DARS, and the Authority.
- D. **Overpayment.** In the event Contractor receives overpayment of services provided. Contractor and Authority mutually agree that such identified overpayment will be deducted in total from the next month's reimbursement unless otherwise agreed upon in writing by Authority's Chief Financial Officer.

2. Staff and Facilities. The Authority agrees to allow Contractor the use of its staff and facilities necessary for carrying out the services provided by the Contractor.

3. Contract Monitoring. The Authority is responsible for routine monitoring of this Agreement to ensure the Contractor complies with the terms of this Agreement and to ensure that outcomes are appropriately managed.

4. Franchise Tax. If Contractor is a corporation and becomes delinquent in the payment of its Texas Franchise Tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is remedied.

5. Referrals and Utilization. The Authority does not guarantee utilization of the services to be provided under the Agreement. Contractor acknowledges that there is no warranty or guarantee that Contractor will be utilized by an Individual, consumer or Authority.

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
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Contractor further acknowledges that the parties do not intend to create an exclusive arrangement by this Agreement.

**V.
INSURANCE**

1. Contractor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense, policies of general and professional liability insurance coverage, vehicle/automobile coverage and workers compensation coverage in order to insure Contractor and Authority against any claim for damages arising in connection with Contractor's responsibilities under this Agreement (See Exhibit B).
 - (a) Contractor also agrees to maintain insurance, sufficient to meet state law, on all vehicles used to transport clients served by the Contractor.
 - (b) Contractor further agrees to carry adequate insurance, including reasonable liability coverage, for any structures used in serving clients pursuant to this Agreement.
 - (c) Contractor may request a waiver from Authority for any waivers in coverage due to non-applicability of the coverage to the service being provided under this Agreement.

2. Contractor shall furnish copies of all the above described insurance policies and a certificate of insurance to the Authority upon execution of this Agreement. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Authority. The Authority may withhold payments under the terms of this Agreement until the Contractor furnishes the Authority copies of all such policies and a certificate of insurance from the insurance carrier, or carriers, showing that such insurance is in full force and effect. The Contractor shall give the Authority thirty (30) days prior written notice of any proposed cancellation of any of the above described insurance policies.

**VI.
INDEMNIFICATION**

Contractor hereby agrees to the extent permitted under the Constitution and the laws of the State of Texas to indemnify and hold harmless the Authority and all of its trustees, directors, officers, employees, and agents from all liability suits, actions, claims, expenses (including attorneys' fees and costs related to the investigation of any such claim, action, or proceeding) or cost of any character, type, or description (including obligations, losses, fines, penalties, and assessments) brought or made on account of any injuries, death, or damage received or sustained by any person or persons or property, including but not limited to clients, resulting from or arising out of or occasioned by any act, or the non-performance or any negligence of Contractor or Contractor's personnel, if any, or its agents or employees occurring during the performance of the services hereunder or in the execution of the performance of any of its duties under this Agreement.

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
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It is understood by Contractor that this "hold harmless" clause means that if the Contractor is negligent in any of its duties and any damage, death or injury occurs as a result of this negligence, the Contractor will be responsible for any costs resulting from the damage, death, or injury.

**VII.
TERM AND TERMINATION**

1. **Term.** The term of this Agreement is September 1, 2025 to August 31, 2026. PermiaCare has the option, in its sole discretion, to renew the contract for three (3) additional one-year term(s) upon agreement of both parties. In the event Authority and Contractor are still negotiating, preparing, and/or reviewing the services of contractor for renewal on the stated termination date, this agreement shall automatically extend for ninety (90) days or until such time as a renewal agreement is approved by the Authority's Chief Executive Officer whichever comes first.

2. **Immediate Termination.** Authority may terminate this Agreement immediately if (a) Authority does not receive the funding to pay for designated services under this Agreement*; (b) Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of the persons with mental disability served under this Agreement; (c) Contractor has become ineligible to receive Authority funds; (d) Contractor or its employees has its Texas license or certification suspended or revoked; (e) in the case of contractors providing direct services to consumers, failure to disclose a criminal conviction; (f) the Contractor submits falsified documents or fraudulent billings, or if the Contractor makes false statements or (g) failure to apply to Authority designated Managed Care Organizations or follow credentialing requirements.

- * **Fund Availability.** This Agreement is at all times contingent upon the availability and receipt of state or federal funds that Authority has allocated to this Agreement, and if funds for this contract become unavailable during any budget period, this Agreement may be immediately terminated or reduced at the discretion of the Authority.

3. **Termination upon Default.** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein.

4. **Termination Without Cause.** This Agreement may be terminated by either party, without cause, after sixty (60) days written notice to the other party.

5. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
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6. **Termination due to HIPAA/Privacy Rule Violation.** Authority shall have the right to take the following step in the event that it becomes aware of a material breach by Contractor of the Authority's Privacy Policy, Procedures, and/or Practices or becomes aware that Contractor has violated a material provision of the HIPAA Privacy Rule or a provision of Section IX.2. of this Agreement:
 - (a) Provide the Contractor with the opportunity to cure the breach or violations, or
 - (b) Immediately terminate the Agreement if Contractor is unable or unwilling to cure the breach or violations, or
 - (c) If neither termination nor cure is feasible, the Authority shall report the violation to Health and Human Services.

7. **Transfer of Responsibilities.** Upon expiration or termination of this Contract, Contractor and Authority shall cooperate to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract to Authority or another entity designated by Authority.

8. **Dispute Resolution.** In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Agreement, and both parties mutually desire to attempt or resolve the dispute prior to termination or expiration of the Agreement, or withholding payments, the parties may refer the issue to a mutually agreeable dispute resolution process or as required by DSHS, DADS or DARS.

**VIII.
MISCELLANEOUS**

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, color, national origin, religion, sex, age, handicap, or political affiliation, will be excluded from participation, be denied the benefits of, or be subject to discrimination in the provision of any services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1991 and Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*); Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107); Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688); Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and all amendments to each and all requirements imposed by the regulations issued pursuant to these acts.

2. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Authority and Contractor.

3. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
COMMUNITY BASED SERVICES AGREEMENT**

4. **Additional Requirements.** If Contractor is required to comply with an additional requirement pursuant to compliance with standards, regulations, resolutions, settlements, or plans, and compliance results in a material change in Contractor's rights or obligations under the Agreement or places a significant financial burden on the Contractor, the Contractor may, upon giving sixty (60) days' notice of such intention, be entitled to renegotiate in good faith to amend the Agreement.
5. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Midland County, Texas.
6. **Notices.** Any required notice shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Authority or Contractor at the address below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Authority:

**Chris Barnhill
Chief Executive Officer
PermiaCare
401 E. Illinois Ste. 401
Midland, Texas 79701**

If to Contractor:

**Sheriff Mike Griffis
Ector County
P.O. Box 2066
Odessa, Texas 79760**

7. **Severability.** The invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of any other term(s) or provision(s).
8. **Authority to Bind Authority.** This Agreement is not binding upon the Authority unless and until it has been executed by the Chief Executive Officer.
9. **Contractor's Authority.** The person or persons executing and signing this Agreement on behalf of the Contractor guarantees that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.
10. **Exhibits.** All Exhibits and Attachments referred to or included in this agreement and attached hereto are incorporated herein by this reference.

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COMMUNITY BASED SERVICES AGREEMENT**

11. **Effects of Severable Provision.** In the event that a provision of this Agreement is rendered invalid or unenforceable, and its removal has the effect of materially altering the obligations of the parties to this Agreement in the manner as, in the sole judgment of the affected party:
- a) will cause serious financial hardship to the affected party; or
 - b) will cause the affected party to act in violation of law or its corporate Articles or Bylaws, the party so affected will have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party.
12. **Force Majeure Event.** Unless otherwise agreed in the contract between the parties expressly or impliedly, where a party to a contract fails to perform one or more of its contractual duties, the consequences set out in this Clause will follow if and to the extent that that party proves: (a) that its failure to perform was caused by an impediment beyond its reasonable control; (b) that it could not reasonably have been expected to have taken the occurrence of the impediment into account at the time of the conclusion of the contract; and (c) that it could not reasonably have avoided or overcome the effects of the impediment.
- A party invoking this Clause shall be presumed to have established the conditions described in the preceding paragraph in the case of the occurrence of one or more of the following impediments: war (whether declared or not), armed conflict or the serious threat of the same (including but not limited to hostile attack, blockade, military embargo), hostilities, invasion, act of a foreign enemy, extensive military mobilization; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, expropriation, compulsory acquisition, seizure of works, requisition, nationalization; act of God or natural disaster such as but not limited to violent storm, cyclone, typhoon, hurricane, tornado, blizzard, earthquake, volcanic activity, landslide, tidal wave, tsunami, flood, damage or destruction by lightning, drought; explosion, fire, destruction of machines, equipment, factories and of any kind of installation, prolonged break-down of transport, telecommunication or electric current; general labor disturbance such as but not limited to boycott, strike and lock-out, go-slow, occupation of factories and premises; shortage or inability to obtain critical material or supplies to the extent not subject to the reasonable control of the subject Party ("Force Majeure Event").
- This provision shall become effective only if the Party failing to perform notifies the other party within a reasonable time of the extent and nature of the Force Majeure Event, limits delay in performance to that required by the Event and takes all reasonable steps to minimize damages and resume performance.
13. **Governmental Action Event.** A "Governmental Action" event may excuse performance of a provision under this agreement when the party's failure to act is required by the

**PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
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compliance with any action, order, direction, request or control of any governmental authority or person purporting to act for any governmental authority.

14. **No Waiver of Legal Protection.** The Parties expressly agree that no provision of this Agreement in any way is intended to constitute a waiver by the Authority or the State of Texas of any immunities from suit or from liability that the Authority or the State of Texas may have by operation of law.
15. **CDC Restrictions.** As is the case with any infectious disease, parties to this contract agree to adhere to the issued guidance of the Center for Disease Control (CDC) regarding employee health and safety. Parties agree not to ask or require employees or individuals being served to do anything contrary to any guidelines or other government restrictions.
16. **Electronic or Facsimile Signatures and Duplicate Originals.** Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

IX.

RECORDS, CONFIDENTIALITY AND ACCESS

1. **Disclosure under the Public Information Act.** Authority operating under the Public Information Act is required upon written request to release information regarding Contractor which may include Contractor Profile or other documents. Information deemed proprietary by Contractor must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Attorney General's Office. Contractor shall be solely responsible for the contesting or defending the release of any information it deems to be proprietary and hereby releases the Authority from any duty, responsibility, or liability with regard to the release of any information delivered to the Authority by Contractor.
2. **Confidentiality of Records of Covered Individuals Served by This Agreement.** Contractor agrees to comply with all applicable privacy rules, laws, and regulations including those

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specific to minors, found in the Health Insurance Portability and Accountability Act (HIPAA), Texas Health and Safety Code Title 2 Chapter 181, and 42 CFR Part 2, if applicable, to services provided, incorporated by reference to this Agreement.

In accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Rule (45 CFR Parts 160 and 164):

- A. Contractor agrees and acknowledges that in receiving, storing, processing, or otherwise dealing with client information, if any, accessed or generated during services as a Contractor for the Authority, that Contractor and its officers, employees, agents and subcontractors are bound by the provisions of laws, statutes, and regulations protecting the confidentiality of this information.
- B. Contractor agrees and acknowledges that in receiving, storing, processing or otherwise dealing with information, if any, pertaining to or about a person with respect to alcohol or drug abuse, Contractor and its officers, employees and agents are bound by provisions of 42 C.F.R. Part 2.
- C. Contractor agrees to follow, undertake, or institute appropriate procedures of safeguarding client information, if any, with particular reference to client identifying information or protected health information. The term: "client identifying information" and/or "Protected health information" includes, but is not limited to, a client's medical record, graphs, or charts; statements made by the client, either orally or in writing, while receiving services; photographs, videotapes, etc., and any acknowledgement that a person is or has received services at the facility, center, or other designated provider.
- D. Contractor agrees to resist in judicial proceedings any efforts to obtain access to information pertaining to clients except as expressly stated in applicable laws, rules and regulations. Contractor agrees to inform the Authority of any attempts to gain access to information pertaining to clients.
- E. Contractor agrees to report to Authority any use or disclosure of protected health information not provided for by this agreement of which it becomes aware. As well as to mitigate, to extent practicable, any harmful effect that it is aware of that results from a use or disclosure of protected health information by it in violation of the requirements of this Agreement.
- F. Contractor acknowledges that any Breach that Contractor discovers shall be reported to HHS by the Authority in the time, manner and content required.
- G. Contractor agrees to make available to the Secretary of State or its designee its internal practices, books and records, policies and procedures or those of Authority used by Contractor related to the use and disclosure of protected health information for the purpose of determining Contractors compliance with the Privacy Rule.
- H. Contractor agrees to maintain documentation of and information related to its uses and disclosures of protected health information to permit Authority to provide an accounting of disclosures as prescribed by 45 CFR §164.528.

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COMMUNITY BASED SERVICES AGREEMENT**

- I. Contractor acknowledges that Authority is not permitted to enter into any agreement with a Contractor to, create, receive, maintain, use, disclose, have access to or transmit Confidential Information, on behalf of Authority without requiring that Authority to first execute the Subcontractor Agreement Form which ensures that the Contractor (i.e. Subcontractor) will comply with the identical terms, conditions, safeguards and restrictions as contained in the Data Use Agreement (DUA) for PHI executed between the Authority and HHSC. The DUA Subcontractor Agreement Form accompanies this contract and is considered to be a part of this Contract.
 - J. Contractor acknowledges and agrees if Contractor has access to any state computer system or database, Contractor shall complete cybersecurity training and verify completion of the training program to the Center pursuant to and in accordance with Section 2054.5191 of the Government Code.
3. **Access.** Pursuant to Health and Safety Code §534.061, contractor agrees to allow the Authority or other authorized governmental agencies unrestricted access during usual business hours to all facilities, service providers, individuals served, records, data, and other information as necessary to enable DSHS/DADS/DARS and/or the Authority or other authorized agencies to audit, monitor, and review all financial or programmatic activities and services associated with this Agreement. Contractor authorizes Authority and DSHS/DADS/DARS or their designated agents to make copies of, at no charge, Contractor's medical, financial and administrative books, documents and records related to the provision of services to Individuals and the cost thereof, subject to applicable laws and regulations.
4. **Access to Books and Records of Subcontractor for Medicare or Medicaid.** If it shall be determined or asserted that this Agreement is a contract between a provider and a subcontractor within the meaning of Section 1861(v)(1)(I) of the Social Security Act, as amended, or any rules, regulations, or judicial or administrative interpretations or decisions promulgated or made pursuant thereto, then Contractor hereby agrees that:
- (a) Until the expiration of six (6) years after the furnishing of any service pursuant to this Agreement, Contractor shall provide, upon written request by the Secretary of the Department of Health and Human Services (the "Secretary"). The Comptroller General of the United States (the "Comptroller General", or any of their duly authorized representatives, this Agreement, and all books, documents and records that are necessary to certify the nature and extent of any costs incurred by the Authority with respect to this Agreement, and the services provided pursuant hereto; and

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(b) If Contractor subcontracts any part of this contract that has a value or cost of \$10,000 or more over a twelve (12) month period, the subcontract shall contain a clause to the effect that until the expiration of six (6) years after the furnishing of such services pursuant to such subcontract, the related organization or individual shall make available, upon written request by the Secretary, the Comptroller General, or any of their duly authorized representatives, the subcontract, and such books, documents, and records of such organization or individual that are necessary to verify the nature and extent of the costs incurred with respect to such subcontract and the services provided pursuant thereto.

4. **Right of Audit and Recovery.** Contractor hereby authorizes Authority to conduct retrospective audits of Contractor's claims and other records related to any service rendered to an Individual for a period of up to two (2) years following payment to Contractor. In the event such an audit reveals that Contractor was paid by Authority for services not rendered or properly documented, Authority may recover any compensation paid to Contractor for such services and Contractor agrees to pay Authority on demand, but not later than thirty (30) days, any such amount determined by the Authority to have been paid for services not rendered or not properly documented.

CONTRACTOR

PermiaCare



Sheriff Mike Griffis, Ector County

Chris Barnhill, Chief Executive Officer

Date

Date

CONTRACTOR

Judge Dustin Fawcett, Ector County

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE

MENTAL HEALTH SERVICES PROVIDERS AGREEMENT

EXHIBIT A

DESCRIPTION OF COVERED SERVICES:

Mental Health Deputy Services delivered under this contract will be provided in accordance with Ector County Sheriff's Office, Mental Health Unit, and Standard Operating Procedures Manual.

JAIL DIVERSION SERVICES:

Mental Health Deputy in Ector County shall provide jail diversion services to priority population offenders coming into contact with the criminal justice system in Ector County. The Mental Health Deputy shall assist patrol officers with cases involving people with mental health crisis, respond to mental health crisis calls from the community, serve Orders of Protective Custody, and perform transportation to facilities for individuals who are involuntarily court committed to inpatient facilities. The Mental Health Deputy shall collect data regarding the number and types of calls received and the number of people diverted from jail into mental health treatment.

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MENTAL HEALTH SERVICES PROVIDER AGREEMENT

EXHIBIT B

QUALIFICATIONS FOR CONTRACTOR

To qualify for a mental health officer proficiency certificate, an applicant must meet the following requirements:

1. Currently appointed as a peace officer or justice of the peace;
2. at least two years' experience as a peace officer or justice of the peace;
3. if not currently a commissioned peace officer, an applicant must meet the current enrollment standards.
4. if an applicant is a commissioned peace officer, an applicant must not ever have had a license or certificate issued by the commission suspended or revoked;
5. if an applicant is a commissioned peace officer, an applicant must have met the continuing education requirements for the previous training cycle;
6. successful completion of a training course in emergency first aid and lifesaving techniques (Red Cross or equivalent); and
7. successful completion of the current mental health peace officer training course and pass the approved examination for mental health officer proficiency.

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
EXHIBIT C

MENTAL HEALTH DEPUTY PROVIDER STANDARDS

Texas Health and Safety Code Chapter 573 Emergency Detention

Texas Health and Safety Code Section 574.023 Apprehension Under Order

Additionally, the Provider must comply with the Mental Health Standard Operation Procedures for the Mental Health Deputy Program.

PERMIAN BASIN COMMUNITY CENTERS DBA PERMIACARE
PROVIDER AGREEMENT

EXHIBIT D

Rate, Amount, and Frequency of Payment with Designation of Payees.

Contractor: Ector County Sheriff's Office

Contract: New Provider Renewal Extension Termination

TERM: September 1st, 2025 to August 31st, 2026

CAP: \$ 70,000.00

Supervisor/Case Manager/RSP: Todd Luzadder, Director of Mental Health Services

SERVICE DESCRIPTION (SERVICE INCLUDING TRAVEL)	SERVICE UNIT	FEE SCHEDULE/RATE
Mental Health Deputy Services	Per Month	\$5,833.33

BILLING & PAYMENT INFORMATION

BILLING INVOICES MUST INCLUDE THE FOLLOWING DETAILS:

- Vendor Name, Address and Phone Number
- Invoice Date
- Service Month
- Description of Service Provided
- Rate (Amount Due for the Service Delivered)

All invoices are due to program supervisors by noon on Friday for payment in the following weekly Friday A/P run. Program supervisors will approve for payment.

BILLING/INVOICES SHOULD BE SENT TO: Todd Luzadder AT 401 E. Illinois Midland, TX 79701 FOR APPROVAL. ALL INVOICES REQUIRE APPROVAL PRIOR TO PAYMENT.

NOTE:

BILLING/INVOICES WILL BE PAID MONTHLY BY THE ACCOUNTING OFFICE.

CONTRACTORS MAY ELECT TO RECEIVE PAYMENT BY DIRECT DEPOSIT OR CHECK. CHECKS WILL BE MAILED THE FRIDAY PAID. IF CHECKS ARE ELECTED AS THE PAYMENT METHODS, THEY WILL BE MAILED TO CONTRACTOR TO THE ADDRESS NOTED ON PAGE 13 OF THIS AGREEMENT. DIRECT DEPOSIT FILES ARE SUBMITTED TO THE BANK ON THE FRIDAY PAID FOR DEPOSIT ON MONDAY.

Please initial upon acceptance: _____

EXHIBIT E
Data Use Agreement (DUA) SUBCONTRACTOR AGREEMENT FORM
As Required by HHS Contract with Authority

The DUA between HHS and the **Authority** establishes the permitted and required uses and disclosures of Confidential Information by PermiaCare.

The **Authority** has subcontracted with Ector County, Texas (SUBCONTRACTOR) for performance of duties on behalf of **Authority** which are subject to the DUA. SUBCONTRACTOR acknowledges, understands and agrees to be bound by the identical terms and conditions applicable to **Authority** under the DUA, incorporated by reference in this Agreement, with respect to HHS Confidential Information. The full DUA may be accessed by contacting Authority's Contracts Coordinator. **Authority** and SUBCONTRACTOR agree that HHS is a third-party beneficiary to applicable provisions of the subcontract.

HHS has the right but not the obligation to review or approve the terms and conditions of the subcontract by virtue of this Subcontractor Agreement Form.

Authority and SUBCONTRACTOR assure HHS that any Breach or Event as defined by the DUA that SUBCONTRACTOR Discovers will be reported to HHS by **Authority** in the time, manner and content required by the DUA.

If **Authority** knows or should have known in the exercise of reasonable diligence of a pattern of activity or practice by SUBCONTRACTOR that constitutes a material breach or violation of the DUA or the SUBCONTRACTOR's obligations **Authority** will:

1. Take reasonable steps to cure the violation or end the violation, as applicable;
2. If the steps are unsuccessful, terminate the contract or arrangement with SUBCONTRACTOR, if feasible;
3. Notify HHS immediately upon discovery of the pattern of activity or practice of SUBCONTRACTOR that constitutes a material breach or violation of the DUA and keep HHS reasonably and regularly informed about steps **Authority** is taking to cure or end the violation or terminate SUBCONTRACTOR's contract or arrangement.

This Subcontractor Agreement Form is executed by the parties in their capacities indicated below.

AUTHORITY

SUBCONTRACTOR

NAME: _____

NAME: _____

SIGNATURE: _____

SIGNATURE: _____

TITLE: _____

TITLE: _____

DATE _____, 201__

DATE: _____, 201__

Ector County Sheriffs' Offices Mental Health Units

Standard Operating Procedures

Purpose:

To establish guidelines and procedures pertaining to the functions and responsibilities of the Ector County Sheriffs' Offices Mental Health Units (MHUs).

Policy:

It is the policy of the Ector County Sheriffs' offices MHUs to safely handle persons in mental crisis as necessary in the performance of law enforcement and public assistance duties. It is the goal of the Ector County Sheriffs' offices MHUs to divert mental health consumers from the Criminal Justice System, when appropriate, and connect them with necessary mental health services. It is the expectation of PermianCare that all services provided by the MHUs are conducted in a professional manner and in accordance with the Texas Health And Safety Code.

Definitions & Statutes:

Mental Health Unit - A group of specially trained officers that respond to persons in a mental health crisis. The officers are licensed peace officers, who have successfully completed the TCLEOSE Mental Health Certification course.

Mental Health Consumer (MHCJ)- A subject that is suffering from a mental illness and is in need of intervention to assist and connect them with resources and services available in the community.

Mental Illness- An illness, disease, or condition other than epilepsy, senility, alcoholism, substance abuse or mental deficiency, that substantially impairs a person's thoughts, perception of reality, emotional process or judgment, or grossly impairs behaviors demonstrated by recent disturbed behavior.

Developmental Disability- A significantly sub-averages intellectual function that is concurrent with deficits in adaptive behavior and which originates during the developmental period.

Order of Protective Custody (OPC) - A court order that is issued by the County Probate Court directing a peace officer to apprehend and take a mental health consumer to a designated facility. The order must contain information showing that the person is in need of immediate mental health services and has demonstrated the inability to provide care or treatment for themselves for their illness.

Emergency Detention (ED)- A court order issued by a magistrate in directing a peace officer to apprehend and take a mental health consumer to a designated facility to be held for twenty-four (24) hours.

Peace Officer Emergency Detention (POED) - Texas Health & Safety Code gives a licensed peace officer the authority to apprehend a person without a warrant when the following criteria are met:

- A. The officer has reason to believe, and does believe, that the person is mentally ill and;
- B. Because of that mental illness there is a substantial risk of imminent danger to themselves or others unless the person is immediately restrained and;
- C. The officer believes that there is not sufficient time to obtain a warrant before taking a person into

custody.

A peace officer that takes a person into custody shall immediately transport the apprehended person to:

- (1) The nearest appropriate medical or inpatient mental health facility; or
- (2) A mental health facility deemed suitable by the local mental health authority, if an appropriate inpatient mental health facility is not available.

PermiaCare as single portal authority will determine the appropriate mental health facility should inpatient mental health treatment be warranted. Transport to an inpatient mental health facility cannot occur without the expressed authorization of PermiaCare

Preliminary Examination (HSCJ)

Sec. 573.021 (a) A facility shall temporarily accept a person for whom an application for detention is filed.

A physician shall examine the person as soon as possible within 24 hours after the time the person is apprehended by the peace officer.

Release from Emergency Detention (CHSC)

Sec. 573.023 (a) A person apprehended by a peace officer or transported for emergency detention under Subchapter A or detained under Subchapter B shall be released on completion of the preliminary examination unless the person is admitted to a facility under sec. 573.022.

Transportation after Release (CHSC)

Sec. 573.024 (a) Arrangements shall be made to transport a person who is entitled to release under sec.573.023 to:

- (1) the location of the person's apprehension;
- (2) the persons residence in this state; or
- (3) another suitable location

Responding to Calls of Service:

It is the policy of the Ector County MHUs to respond to all calls of service in a professional manner, and to handle such calls in accordance with Ector County Procedures and State Law. Mental Health Deputies will respond to all calls in a courteous manner, obeying all traffic laws, unless extreme emergencies dictate otherwise (see vehicle use). Most calls will be handled in person and not over the telephone. It is the duty of every Mental Health Deputy to educate and inform all parties of the services and resources that this unit provides. An additional peace officer may be requested to respond to the scene if an emergency situation dictates, or if a Mental Health Deputy deems it necessary for the safety of all involved.

When mental health consumers are transported, it will be the discretion of the Mental Health Deputy whether restraints will be utilized or not. Since most cases are of a civil nature, not criminal, restraints are usually avoided if possible. In some cases, restraints may be utilized for officer safety purposes and/or to protect the consumers from injuring themselves. Pending criminal charges, or an escape risk, may dictate other precautions as well. If restraints are used during an apprehension or transport, it will be documented in the report.

When responding to calls in the field, if a mental health consumer has existing medical problems, it will be at the discretion of the Mental Health Deputy whether medical transport (ambulance) will be utilized. Most of the time deputies should avoid transporting subjects who have medical problems.

If transport is warranted the deputy will transport the mental health consumer to the nearest appropriate medical facility to be evaluated by PermiaCare crisis response personnel. Should PermiaCare personnel determine that inpatient mental health treatment is needed; the deputy will transport the mental health patient to the facility deemed appropriate by

PermiaCare. If hospitalization at a State Mental Health Facility (SMHF) is required, the deputy will transport the mental

health patient to the state hospital designated as the SMHF for Ector counties. If hospitalization at a SMHF is warranted, and the facility designated for Ector counties is full or on diversion, then the mental health deputy will transport the mental health patient to the next appropriate state hospital as directed. The deputy will obey all traffic laws of the State of Texas and operate in accordance with the transportation guidelines of Ector counties. All county policies regarding food per diem and expenditures will be followed. Following transport all receipts will be turned into the Sheriffs, who will forward them to the appropriate entity for reimbursement. Consumers transported to an in-patient mental health facility will undergo evaluation. Consumers determined not to meet the criteria for detention must be transported back to an appropriate site in accordance with state law.

Medical Assistance Required:

In any case where a Mental Health Deputy determines that an individual needs a medical assessment or treatment, Emergency Medical Services (E.M.S) will be requested at the scene. Mental Health Deputy's should avoid transporting mental health consumers when medical problems exist unless appropriate. If the mental health consumer is transported by E.M.S., and medical clearance has been obtained, the Mental Health Deputy will follow up with the consumer at the medical facility.

Prioritizing Calls:

The Mental Health Deputy will prioritize routine calls in this order:

1. Law enforcement calls for assistance (Assisting patrol)
2. Calls from the community requiring a response (MHMR or local mental health authority)
3. Calls from the local Mental Health Authority requesting Mental Health Deputy Services at a medical or psychiatric facility
4. Service of court orders; OPC's.
5. Transport to an MHMR facility or hospital at the request of the local Mental Health Authority

Assisting Law Enforcement- Calls of this nature should be considered the highest priority for officer response due to the limited resources available to the patrol officers. The Mental Health Deputy will promptly respond to the scene and attempt to assist the officers in handling the situation. In the event the consumer meets the legal criteria for a Peace Officers Emergency Detention, the Mental Health Deputy will take custody of the mental health consumer. If the person in crisis does not meet the criteria for a Peace Officer Emergency Detention, then the Mental Health Deputy will attempt to assist in the situation, including but not limited to providing courtesy rides, and/or provide information of available resources.

Assisting Citizens - If a person calls directly into the Mental Health Unit for assistance, the call taker will determine if the situation warrants an emergency response and take appropriate action. In non-emergency cases, the call taker will either:

1. Forward consumers to the appropriate agency or
2. Obtain all necessary information and will handle the call themselves
3. Pass it on to the available Mental Health Deputy on duty. It will then be considered a call for service and will be handled appropriately.

Hospitals- Responses to hospitals will usually be limited to times when the opportunity to obtain an OPC or ED is not available. Such situations often occur after normal business hours. In most cases the Mental Health Deputy's purpose in responding to a hospital is due to a pending court order (OPC or ED). Mental Health Deputies will respond to execute an ED or OPC originated by PermianCare crisis personnel in some cases of existing medical problems a deputy may summon an ambulance to transport the patient. Deputies requesting such transport will follow the ambulance to the accepting facility for processing if required. While at the hospital, the deputy will not assist the hospital staff with any medical procedures. The deputy's only responsibility while at the hospital is to maintain

custody of the mental health patient in which a court order (OPC or ED) has been issued.

Executing Court Orders:

Order of Protective Custody (OPC and Emergency Detention)- Upon receipt of an OPC or ED it is the responsibility of the Mental Health Deputy to review the court order for accuracy and verify if the court order is valid. If the deputy finds that the court order has discrepancies, and is not valid, the deputy shall notify the issuing court to make arrangements to obtain a corrected version or await other directions. The deputy will deliver all appropriate documents (i.e. medical jackets, detainers, etc...) to the appropriate facility named in the court order. Once the court order is executed all returns will be completed and turned into the appropriate court. It will be the responsibility of the Mental Health Deputy to file the required paperwork at the receiving mental health facility. Documentation will include: date, consumer's name, location of apprehension, location where consumer is being transported to, and executing deputy's name.

Forced Entry- OPCs and EDs are served in the hospitals, but occasionally the consumer is still at their residence or another location. A Mental Health Deputy shall get approval from the appropriate supervisor before forced entry is utilized to apprehend the consumer.

Reports:

All reports should be turned in at the end of the shift. Personnel should always keep in mind that report submission deadlines of up to 24 hours are allowable if justified by factors such as high call volumes. Any report involving an Ector county employee, peace officers, celebrity, or a report with extenuating circumstances, shall be turned in to the appropriate law enforcement supervisor no later than the end of the shift. The deputy will also notify the Sheriff immediately in such cases. Reports shall contain the basic information needed to document and justify the deputies actions according to the standards set forth in the report writing section of the this Policy & Procedures manual. Individual call reports (see Attachment A) related to diversion activity shall be gathered and forwarded to PermiaCare's Area Director/Special Projects Manager on the first working day after the 15th of the month for activity occurring from the 1st - 15th of the month. Call reports for the remainder of the month will be forwarded to PermiaCare's Area Director/Special Projects Manager on the first business day of the following month. Statistical reports (see Attachment B) related to diversion activity shall be gathered and forwarded to PermiaCare's Area Director/Special Projects Manager on the first working day after the 15th of the month for activity occurring from the 1st- 15th of the month. Statistical reports for the remainder of the month will be forwarded to PermiaCare's Area Director/Special Projects Manager on the first business day of the following month. Statistical reports should be submitted electronically whenever possible. The MHUs will maintain copies of all reports for their records. Law enforcement will not count a patient as a diversion unless legitimate charges could have been filed against the individual.

Follow-Up Investigations:

The primary purpose of the Mental Health Unit is to divert mental health consumers from the criminal justice system and connect them with mental health services. Mental Health Deputies may conduct follow-up investigations to original calls at the request of the Mental Health Authority to monitor and assist a consumer who is at risk. This proactive approach may encourage medication compliance, which in turn may help prevent future crisis. When a deputy conducts a follow up investigation, that deputy will document their actions in the form of a supplement report to the original case. If during a follow-up investigation, a deputy encounters a situation where a consumer is exhibiting symptoms of mental illness to the degree that they meet the criteria for a warrant less apprehension, a new case will be generated.

Jail Diversion Procedures for Ector County Jails As it involves the Magistrates:

Procedural Time Frame- Pre-Indictment period of incarceration

Pre-Indictment Procedure- When an inmate of the Ector County Jail is recognized to be in acute mental health crises, the Jail Staff will call on PermiaCare to assist in getting suitable Mental Health services for the inmate. When Mental Health personnel determine that the inmate requires treatment outside of the jail setting MH personnel should contact a Magistrate to initiate the necessary procedures (i.e.: personal recognizance bond, medical screening, 46B commitment, etc.) to facilitate that crises treatment. With the necessary paperwork the Jail Transport staff will take the inmate to a local medical facility for medical screening. When medical clearance is obtained, Mental Health Deputies will be called to transport the inmate to a proper facility for Mental Health Services.

Post Indictment Procedure- As above with the exception that the Magistrate will contact the Court of record for the inmate and advise them of the situation and seek that courts input and advice concerning the disposition of the inmate.

Personnel policy violations:

It is the sole responsibility of each Sheriff to handle any policy matters of his employee(s), but each shall consult one another in any matter that may affect the Mental Health Unit as a whole. All complaints received shall be forwarded to the appropriate Department head in all cases.

Attachments:

A: Individual Case Report

B: Statistical Report Template



Mike Griffis
Sheriff
Ector County, Texas

Chris Barnhill
Chief Executive Officer
PermiaCare

Judge Dustin Fawcett
Ector County, Texas

ATTACHMENT A
INDIVIDUAL CASE REPORT
ODESSA/ECTOR COUNTY MENTAL HEALTH REPORT

DATE: ___ / ___ / ___ COUNTY: _____

Subject Name: _____ DOB: ___ / ___ / ___ SS: ___ / ___ / ___

Address: _____ Phone: (____) _____

DL# _____ HGT: _____ WT: _____ [] Male [] Female

Race: [] White [] Black [] Asian [] American Indian [] Other _____

Hispanic: [] Yes [] No Restraints: [] Yes [] No [] Adult [] Juvenile

- | | |
|--|--|
| <input type="checkbox"/> Voluntary Detention | <input type="checkbox"/> Welfare Check |
| <input type="checkbox"/> Court Ordered Detention | <input type="checkbox"/> Threat of Suicide |
| <input type="checkbox"/> Peace Officer Emergency Detention | <input type="checkbox"/> Attempted Suicide |
| <input type="checkbox"/> Out of County Transport | <input type="checkbox"/> Alcohol- Drugs Involved |
| <input type="checkbox"/> Local Transport | <input type="checkbox"/> Crime Involved |

Reported By: _____ Received By: _____

Point of Origin: _____ Destination: _____

Time: Start: _____ End: _____ Total: _____

Jail Diversion Y ___ N ___ If YES, Potential Charges _____

Brief Summary :

ATTACHMENT B

**STATISTICAL REPORTING TEMPLATE
Odessa/Ector County Statistical Jail Diversion Reporting Form**

County: _____ Month: _____ Date Range: _____

Date	Full Name	Race/Sex	DOB	SSN	Potential Charges	Disposition

ATTACHMENT 1
CONTRACT AFFIRMATIONS

Version 2.3 Effective

August 2023

As required by Health and Human Services (HHS)

For purposes of these Contract Affirmations, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). Authority is Permian Basin Community Centers dba PermiaCare. Affirmations apply to all Contractors and Grantees (referred to as "Contractor") regardless of their business form (e.g., individual, partnership, corporation).

By entering into this Contract, Contractor affirms, without exception, understands, and agrees to comply with the following items through the life of the Contract:

1. Contractor represents and warrants that these Contract Affirmations apply to Contractor and all of Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Contract and any related Solicitation.

2. Complete and Accurate Information

Contractor represents and warrants that all statements and information provided to the Authority are current, complete, and accurate. This includes all statements and information in this Contract and any related Solicitation Response, if any.

3. Public Information Act

Contractor understands that Authority will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material prepared and submitted in connection with this Contract or any related Solicitation may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Contractor is required to make any information created or exchanged with the Authority or the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

4. Contracting Information Requirements

Contractor represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J (Additional Provisions Related to Contracting Information), Chapter 552 of the Government Code, may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.

5. Assignment

- A. Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the Authority. Any attempted assignment in violation of this provision is void and without effect.
- B. Contractor understands and agrees the Authority or HHS may in one or more transactions assign, pledge, or transfer the Contract. Upon receipt of Authority or HHS's notice of assignment, pledge, or transfer, Contractor shall cooperate with Authority and HHS in giving effect to such assignment, pledge, or transfer, at no cost to Authority or HHS or to the recipient entity.

6. Terms and Conditions

Contractor accepts the Solicitation terms and conditions unless specifically noted by exceptions advanced in the form and manner directed in the Solicitation, if any, under which this Contract was awarded. Contractor agrees that all exceptions to the Solicitation, as well as terms and conditions advanced by Contractor that differ in any manner from Authority terms and conditions, if any, are rejected unless expressly accepted by Authority in writing.

7. HHS and Authority Right to Use

Contractor agrees that Authority has the right to use, produce, and distribute copies of and to disclose to Authority its employees, agents, and contractors and other governmental entities all or part of this Contract or any related Solicitation Response as Authority deems necessary to complete the procurement process or comply with state or federal laws.

8. Release from Liability

Contractor generally releases from liability and waives all claims against any party providing information about the Contractor at the request of Authority.

9. Dealings with Public Servants

Contractor has not given, has not offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special

discount, trip, favor, or service to a public servant in connection with this Contract or any related Solicitation, or related Solicitation Response.

10. Financial Participation Prohibited

Under Section 2155.004, Texas Government Code (relating to financial participation in preparing solicitations), Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

11. Prior Disaster Relief Contract Violation

Under Sections 2155.006 and 2261.053 of the Texas Government Code (relating to convictions and penalties regarding Hurricane Rita, Hurricane Katrina, and other disasters), the Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

12. Child Support Obligation

Under Section 231.006(d) of the Texas Family Code regarding child support, Contractor certifies that the individual or business entity named in this Contract and any related Solicitation Response is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated and payment may be withheld if this certification is inaccurate. If the certification is shown to be false, Contractor may be liable for additional costs and damages set out in 231.006(f).

13. Suspension and Debarment

Contractor certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration. This certification is made pursuant to the regulations implementing Executive Order 12549 and Executive Order 12689, Debarment and Suspension, 2 C.F.R. Part 376, and any relevant regulations promulgated by the Department or Agency funding this project. This provision shall be included in its entirety in Contractor's subcontracts, if any, if payment in whole or in part is from federal funds.

14. Excluded Parties

Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*," published by the United States Department of the Treasury, Office of Foreign Assets Control.

15. Foreign Terrorist Organizations

Contractor represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

16. Executive Head of a State Agency

In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Contractor certifies that it is not (1) the executive head of an HHS agency, (2) a person who at any time during the four years before the date of this Contract was the executive head of an HHS agency, or (3) a person who employs a current or former executive head of an HHS agency.

17. Human Trafficking Prohibition

Under Section 2155.0061 of the Texas Government Code, Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive this Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

18. Franchise Tax Status

Contractor represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

19. Debts and Delinquencies

Contractor agrees that any payments due under this Contract shall be applied towards any debt or delinquency that is owed to the State of Texas.

20. Lobbying Prohibition

Contractor represents and warrants that payments to Contractor and Contractor's receipt of appropriated or other funds under this Contract or any related Solicitation are not prohibited by Sections 556.005, 556.0055, or 556.008 of the Texas Government Code (relating to use of appropriated money or state funds to employ or pay lobbyists, lobbying expenses, or influence legislation). Funds under this contract shall not be used towards lobbying activities.

21. Buy Texas

Contractor agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

22. Disaster Recovery Plan

Contractor agrees that upon request of Authority, Contractor shall provide copies of its most recent business continuity and disaster recovery plans.

23. Computer Equipment Recycling Program

If this Contract is for the purchase or lease of computer equipment, then Contractor certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.

24. Television Equipment Recycling Program

If this Contract is for the purchase or lease of covered television equipment, then Contractor certifies that it is in compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

25. Cybersecurity Training

- A. Contractor represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.
- B. Contractor represents and warrants that if it or its Subcontractors, officers, or employees of Contractor have access to any state computer system or database, the Contractor, Subcontractors, officers, and employees of Contractor shall complete cybersecurity training pursuant to and in accordance with Government Code, Section 2054.5192.

26. Restricted Employment for Certain State Personnel

Contractor acknowledges that, pursuant to Section 572.069 of the Texas Government Code, a former state officer or employee of a state agency who during the period of state service or employment participated on behalf of a state agency in a procurement or contract negotiation involving Contractor may not accept employment from Contractor before the second anniversary of the date the Contract is signed, or the procurement is terminated or withdrawn.

27. No Conflicts of Interest

- A. Contractor represents and warrants that it has no actual or potential conflicts of interest in providing the requested goods or services to Authority under this Contract or any related Solicitation and that Contractor's provision of the requested goods and/or services under this Contract and any related Solicitation will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- B. Contractor agrees that, if after execution of the Contract, Contractor discovers or is made aware of a Conflict of Interest, Contractor will immediately and fully disclose such interest in writing to Authority. In addition, Contractor will promptly and fully disclose any relationship that might be perceived or represented as a conflict after its

discovery by Contractor or by Authority as a potential conflict. Authority reserves the right to make a final determination regarding the existence of Conflicts of Interest, and Contractor agrees to abide by Authority decision.

28. Fraud, Waste, and Abuse

Contractor understands that Authority does not tolerate any type of fraud, waste, or abuse. Violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Pursuant to Texas Government Code, Section 321.022, if the administrative head of a department or entity that is subject to audit by the state auditor has reasonable cause to believe that money received from the state by the department or entity or by a client or contractor of the department or entity may have been lost, misappropriated, or misused, or that other fraudulent or unlawful conduct has occurred in relation to the operation of the department or entity, the administrative head shall report the reason and basis for the belief to the Texas State Auditor's Office (SAO). All employees or contractors who have reasonable cause to believe that fraud, waste, or abuse has occurred (including misconduct by any HHS employee, Grantee officer, agent, employee, or subcontractor that would constitute fraud, waste, or abuse) are required to immediately report the questioned activity to the Health and Human Services Commission's Office of Inspector General. Contractor agrees to comply with all applicable laws, rules, regulations, and Authority and HHS policies regarding fraud, waste, and abuse including, but not limited to, HHS Circular C-027.

A report to the SAO must be made through one of the following avenues:

- SAO Toll Free Hotline: 1-800-TX-AUDIT
- SAO website: <http://sao.fraud.state.tx.us/>

All reports made to the OIG must be made through one of the following avenues:

- OIG Toll Free Hotline 1-800-436-6184
- OIG Website: ReportTexasFraud.com
- Internal Affairs Email: InternalAffairsReferral@hhsc.state.tx.us
- OIG Hotline Email: OIGFraudHotline@hhsc.state.tx.us.
- OIG Mailing Address: Office of Inspector General

Attn: Fraud Hotline MC
1300
P.O. Box 85200
Austin, Texas 78708-5200

29. Antitrust

The undersigned affirms under penalty of perjury of the laws of the State of Texas that:

- A. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- B. in connection with this Contract and any related Solicitation Response, neither I nor any representative of the Contractor has violated any federal antitrust law; and
- C. neither I nor any representative of the Contractor has directly or indirectly communicated any of the contents of this Contract and any related Solicitation Response to a competitor of the Contractor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Contractor.

30. Legal and Regulatory Actions

Contractor represents and warrants that it is not aware of and has received no notice of any court or governmental agency proceeding, investigation, or other action pending or threatened against Contractor or any of the individuals or entities included in numbered paragraph 1 of these Affirmations within the five (5) calendar years immediately preceding execution of this Contract or the submission of any related Solicitation Response that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to Authority's consideration of entering into this Contract. If Contractor is unable to make the preceding representation and warranty, then Contractor instead represents and warrants that it has provided to Authority a complete, detailed disclosure of any such court or governmental agency proceeding, investigation, or other action that would or could impair Contractor's performance under this Contract, relate to the contracted or similar goods or services, or otherwise be relevant to Authority's consideration of entering into this Contract. In addition, Contractor acknowledges this is a continuing disclosure requirement. Contractor represents and warrants that Contractor shall notify Authority in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Authority shall constitute breach of contract and may result in immediate contract termination.

31. No Felony Criminal Convictions

Contractor represents that neither Contractor nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Contractor has fully advised Authority in writing of the facts and circumstances surrounding the convictions.

32. Unfair Business Practices

Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Contractor has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

33. Entities that Boycott Israel

Contractor represents and warrants that (1) it does not, and shall not for the duration of the Contract, boycott Israel or (2) the verification required by Section 2271.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify Authority.

34. E-Verify

Contractor certifies that for contracts for services, Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of this Contract to determine the eligibility of all persons employed by Contractor.

35. Former Agency Employees – Certain Contracts

If this Contract is an employment contract, a professional services contract under Chapter 2254 of the Texas Government Code, or a consulting services contract under Chapter 2254 of the Texas Government Code, in accordance with Section 2252.901 of the Texas Government Code, Contractor represents and warrants that neither Contractor nor any of Contractor's employees including, but not limited to, those authorized to provide services under the Contract, were former employees of an HHS Agency during the twelve (12) month period immediately prior to the date of the execution of the Contract.

36. Disclosure of Prior State Employment – Consulting Services

If this Contract is for consulting services,

- A. In accordance with Section 2254.033 of the Texas Government Code, a Contractor providing consulting services who has been employed by, or employs an individual who has been employed by, Authority or HHS or another State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services must disclose the following information in its offer to provide services. Contractor hereby certifies that this information was provided and remains true, correct, and complete:

1. Name of individual(s) (Contractor or employee(s));
2. Status;
3. The nature of the previous employment with HHSC or the other State of Texas agency;
4. The date the employment was terminated and the reason for the termination; and
5. The annual rate of compensation for the employment at the time of its termination.

B. If no information was provided in response to Section A above, Contractor certifies that neither Contractor nor any individual employed by Contractor was employed by Authority or HHS or any other State of Texas agency at any time during the two years preceding the submission of Contractor's offer to provide services.

37. Abortion Funding Limitation

Contractor understands, acknowledges, and agrees that, pursuant to Article IX of the General Appropriations Act (the Act), to the extent allowed by federal and state law, money appropriated by the Texas Legislature may not be distributed to any individual or entity that, during the period for which funds are appropriated under the Act:

1. performs an abortion procedure that is not reimbursable under the state's Medicaid program;
2. is commonly owned, managed, or controlled by an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program;
- or
3. is a franchise or affiliate of an entity that performs an abortion procedure that is not reimbursable under the state's Medicaid program.

The provision does not apply to a hospital licensed under Chapter 241, Health and Safety Code, or an office exempt under Section 245.004(2), Health and Safety Code. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article IX.

38. Funding Eligibility

Contractor understands, acknowledges, and agrees that, pursuant to Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government Code, except as exempted under that Chapter, Authority cannot contract with an abortion provider or an affiliate of an abortion provider. Contractor certifies that it is not ineligible to contract with Authority under the terms of Chapter 2272 (eff. Sept. 1, 2021, Ch. 2273) of the Texas Government.

39. Gender Transitioning and Gender Reassignment Procedures and Treatments for Certain Children – Prohibited Use of Public Money; Prohibited State Health Plan Reimbursement

Contractor understands, acknowledges, and agrees that, pursuant to Section 161.704 of

the Texas Health and Safety Code (eff. Sept. 1, 2023), public money may not directly or indirectly be used, granted, paid, or distributed to any health care provider, medical school, hospital, physician, or any other entity, organization, or individual that provides or facilitates the provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor also understands, acknowledges, and agrees that, pursuant to Section 161.705 of the Texas Health and Safety Code (eff. Sept. 1, 2023), HHSC may not provide Medicaid reimbursement and the child health plan program established under Chapter 62 may not provide reimbursement to a physician or health care provider for provision of a procedure or treatment to a child that is prohibited under Section 161.702 of the Texas Health and Safety Code. Contractor certifies that it is not ineligible to contract with HHSC under the terms of Chapter 161, Subchapter X, of the Texas Health and Safety Code.

40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

Contractor certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract or funding pursuant to 2 CFR 200.216.

41. COVID-19 Vaccine Passports

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Contractor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Contractor's business. Contractor acknowledges that such a vaccine or recovery requirement would make Contractor ineligible for a state-funded contract.

42. COVID-19 Vaccinations

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, none of the General Revenue Funds appropriated to the Department of State Health Services (DSHS) may be used for the purpose of promoting or advertising COVID-19 vaccinations in the 2024-25 biennium. It is also the intent of the legislature that to the extent allowed by federal law, any federal funds allocated to DSHS shall be expended for activities other than promoting or advertising COVID-19 vaccinations. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

43. Entities that Boycott Energy Companies

In accordance with Senate Bill 13, Acts 2021, 87th Leg., R.S., pursuant to Section

2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code (relating to prohibition on contracts with companies boycotting certain energy companies), Contractor represents and warrants that: (1) it does not, and will not for the duration of the Contract, boycott energy companies or (2) the verification required by Section 2274.002 (eff. Sept. 1, 2023, Section 2276.002, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify Authority.

44. Entities that Discriminate Against Firearm and Ammunition Industries

In accordance with Senate Bill 19, Acts 2021, 87th Leg., R.S., pursuant to Section 2274.002 of the Texas Government Code (relating to prohibition on contracts with companies that discriminate against firearm and ammunition industries), Contractor verifies that: (1) it does not, and will not for the duration of the Contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the Contract. If circumstances relevant to this provision change during the course of the Contract, Contractor shall promptly notify Authority.

45. Security Controls for State Agency Data

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.138, Contractor understands, acknowledges, and agrees that if, pursuant to this Contract, Contractor is or will be authorized to access, transmit, use, or store data for Authority, Contractor is required to meet the security controls the Authority and HHS determines are proportionate with Authority's and HHS's risk under the Contract based on the sensitivity of Authority's data and that Contractor must periodically provide to Authority evidence that Contractor meets the security controls required under the Contract.

46. Cloud Computing State Risk and Authorization Management Program (TX-RAMP)

In accordance with Senate Bill 475, Acts 2021, 87th Leg., R.S., pursuant to Texas Government Code, Section 2054.0593, Contractor acknowledges and agrees that, if providing cloud computing services for Authority, Contractor must comply with the requirements of the state risk and authorization management program and that Authority may not enter or renew a contract with Contractor to purchase cloud computing services for the agency that are subject to the state risk and authorization management program unless Contractor demonstrates compliance with program requirements. If providing cloud computing services for Authority that are subject to the state risk and authorization management program, Contractor certifies it will maintain program compliance and certification throughout the term of the Contract.

47. Office of Inspector General Investigative Findings Expert Review

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 531.102(m-1)(2) (eff. April, 1, 2025, Section 544.016, pursuant to House Bill 46112 Acts 2023, 88th Leg., R.S.) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

48. Contract for Professional Services of Physicians, Optometrists, and Registered Nurses

In accordance with Senate Bill 799, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2254.008(a)(2) is applicable to this Contract, Contractor affirms that it possesses the necessary occupational licenses and experience.

49. Foreign-Owned Companies in Connection with Critical Infrastructure

If Texas Government Code, Section 2274.0102(a)(1) (eff. Sept. 1, 2023, Section 2275.0102(a)(1), pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.) (relating to prohibition on contracts with certain foreign-owned companies in connection with critical infrastructure) is applicable to this Contract, pursuant to Government Code Section 2274.0102 (eff. Sept. 1, 2023, Section 2275.0102, pursuant to House Bill 4595, Acts 2023, 88th Leg., R.S.), Contractor certifies that neither it nor its parent company, nor any affiliate of Contractor or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103 (eff. Sept 1, 2023, Section 2275.0103, pursuant to House Bill 4595, Acts 2023, 88th Leg., R. S.),, or (2) headquartered in any of those countries.

50. Critical Infrastructure Subcontracts

For purposes of this Paragraph, the designated countries are China, Iran, North Korea, Russia, and any countries lawfully designated by the Governor as a threat to critical infrastructure. Pursuant to Section 113.002 of the Business and Commerce Code, Contractor shall not enter into a subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business and Commerce Code, in this state, other than access specifically allowed for product warranty and support purposes to any subcontractor unless (i) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is majority owned or controlled by citizens or governmental entities of a designated country; and (ii) neither the subcontractor nor its parent company, nor any affiliate of the subcontractor or its parent company, is headquartered in a designated country. Contractor will notify the Authority before entering into any subcontract that will provide direct or remote access to or control of critical infrastructure, as defined by Section 113.001 of the Texas Business & Commerce Code, in this state.

51. Enforcement of Certain Federal Firearms Laws Prohibited

In accordance with House Bill 957, Acts 2021, 87th Leg., R.S., if Texas Government Code, Section 2.101 is applicable to Contractor, Contractor certifies that it is not ineligible to receive state grant funds pursuant to Texas Government Code, Section 2.103.

52. Prohibition on Abortions

Contractor understands, acknowledges, and agrees that, pursuant to Article II of the General Appropriations Act, (1) no funds shall be used to pay the direct or indirect costs (including marketing, overhead, rent, phones, and utilities) of abortion procedures provided by contractors or subcontractors of HHSC; and (2) no funds appropriated for Medicaid Family Planning, Healthy Texas Women Program, or the Family Planning Program shall be distributed to individuals or entities that perform elective abortion procedures or that contract with or provide funds to individuals or entities for the performance of elective abortion procedures. Contractor represents and warrants that it is not ineligible, nor will it be ineligible during the term of this Contract, to receive appropriated funding pursuant to Article II.

53. False Representation

Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

54. False Statements

Contractor represents and warrants that all statements and information prepared and submitted by Contractor in this Contract and any related Solicitation Response are current, complete, true, and accurate. Contractor acknowledges any false statement or material misrepresentation made by Contractor during the performance of this Contract or any related Solicitation is a material breach of contract and may void this Contract. Further, Contractor understands, acknowledges, and agrees that any false representation or any failure to comply with a representation, warranty, or certification made by Contractor is subject to all civil and criminal consequences provided at law or in equity including, but not limited to, immediate termination of this Contract.

55. Permits and License

Contractor represents and warrants that it will comply with all applicable laws and maintain all permits and licenses required by applicable city, county, state, and federal rules, regulations, statutes, codes, and other laws that pertain to this Contract.

56. Equal Employment Opportunity

Contractor represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

57. Federal Occupational Safety and Health Law

Contractor represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

58. Signature Authority

Contractor represents and warrants that the individual signing this Contract Affirmations document is authorized to sign on behalf of Contractor and to bind the Contractor.

Contractor/Proposer Name: _____

Authorized Signature: _____

Title: _____

Address: _____

City, State, Zip Code: _____

Tax ID #: _____

Attachment 2

As required by Health and Human Services (HHS) for Sections Specific to Subcontractors in HHS's

UNIFORM TERMS AND CONDITIONS(UTC)-GRANT V. 3.3 November 2023

For purposes of these Uniform Terms and Conditions, HHS includes both the Health and Human Services Commission (HHSC) and the Department of State Health Services (DSHS). Authority is Permian Basin Community Centers dba PermiaCare.

INTELLECTUAL PROPERTY (related to UTC v. 3.3 Article VI)

1.1 Ownership of Work Product

A. All right, title, and interest in the Work Product, including all Intellectual Property Rights therein, is exclusively owned by HHS or Authority. Contractor and Contractor's employees will have no rights in or ownership of the Work Product or any other property of Authority or HHS.

B. Any and all Work Product that is copyrightable under United State copyright law is deemed to be "work made for hire" owned by HHS or Authority, as provided by Title 17 of the United States Code. To the extent that Work Product does not qualify as a "work made for hire" under applicable federal laws, Contractor hereby irrevocably assigns and transfers to Authority, HHS, its successors and assigns, the entire right, title, and interest in and to the Work Product, including any and all Intellectual Property Rights embodied therein or associated therewith, and in and to all works based upon, derived from, or incorporating the Work Product, and in and to all income, royalties, damages, claims and payments now or hereafter due or payable with respect hereto, and in and to all cause of action, either in law or in equity for past, present or future infringement based on the copyrights, and in and to all rights corresponding to the foregoing.

C. Contractor agrees to execute all papers and to perform such other acts as Authority or HHS may deem necessary to secure for Authority or HHS or its designee the rights herein assigned.

D. In the event that Contractor has any rights in and to the Work Product that cannot be assigned to Authority or HHS, Contractor hereby grants to Authority and HHS an exclusive,

worldwide, royalty-free, transferable, irrevocable, and perpetual license, with the right to sublicense, to reproduce, distribute, modify, create derivative works of, publicly perform and publicly display, make, have made, use, sell and offer for sale the Work Product and any products developed by practicing such rights.

E. The foregoing does not apply to Incorporated Pre-existing Works or Third Party IP that are incorporated in the Work Product by Contractor. Contractor shall provide Authority and HHS access during normal business hours to all Contractor materials, premises, and computer files containing the Work Product.

1.2 Contractor's Pre-Existing Works

A. To the extent that Contractor incorporates into the Work Product any works of Contractor that were by Contractor or that Contractor acquired rights in prior to the Effective Date of this Agreement, Contractor retains ownership of such Incorporated Pre-existing Works.

B. Contractor hereby grants to Authority and HHS an irrevocable, perpetual, non-exclusive, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, modify, copy, create derivative works of, publish, publicly perform and display, sell, offer to sell, make and have made, the Incorporated Pre-existing Works, in any medium, with or without the associated Work Product.

C. Contractor represents, warrants, and covenants to Authority and HHS that Contractor has all necessary right and authority to grant the foregoing license in the Incorporated Pre-existing Works to Authority and HHS.

1.3 Third Party IP

A. To the extent that any Third Party IP is included or incorporated in the Work Product by Contractor, Contractor hereby grants to Authority and HHS, or shall obtain from applicable third party for Authority's and HHS's benefit the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Authority and HHS's internal business or governmental purposes only, to use, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Third Party IP and any derivative works thereof embodied in or delivered to Authority or HHS in conjunction with the Work Product, and to authorize others to do any or all of the foregoing.

B. Contractor shall obtain HHS's or Authority's advance written approval prior to incorporating any Third Party IP into the Work Product, and Contractor shall notify HHS and Authority on delivery of the Work Product if such materials include any Third Party IP.

C. Contractor shall provide HHS and Authority all supporting documentation demonstrating Contractor's compliance with this Section, including without limitation documentation indicating a third party's written approval for Contractor to use any Third Party IP that may be incorporated in the Work Product.

1.4 Agreements with Employees and Subcontractors

Contractor shall have written, binding agreements with its employees and subcontractors that include provisions sufficient to give effect to and enable Contractor's compliance with Contractor's obligations under this subject of Intellectual Property.

1.5 Delivery upon Termination or Expiration

No later than the first calendar day after the termination or expiration of the Agreement or upon HHS's or Authority's request, Contractor shall deliver to HHS or Authority all completed or partially completed, Work Product, including any Incorporated Pre-existing Works, and any and all versions thereof. Contractor's failure to timely deliver such Work Product is a material breach of the Agreement. Contractor will not retain any copies of the Work Product or any documentation or other products or results of Contractor's activities under the Agreement without the prior written consent of HHS and Authority.

1.6 Survival

The provisions and obligations of this article survive any termination or expiration of the Agreement.

1.7 HHS and Authority Data

A. As between the Parties, all data and information acquired, accessed, or made available to Contractor by, through, or on behalf of HHS or HHS contractors including Authority and including all electronic data generated, processed, transmitted, or stored by Contractor in the course of providing data process services in connection with Contractor's performance hereunder (the "HHS and Authority Data"), is owned solely by HHS or Authority.

B. Contractor has no right or license to use, analyze, aggregate, transmit, create derivatives of, copy, disclose, or process the HHS or Authority Data except as required for Contractor to fulfill its obligations under the Agreement or as authorized in advance in writing by HHS and Authority.

C. For the avoidance of doubt, Contractor is expressly prohibited from using, and from permitting any third party to use, HHS or Authority Data for marketing, research, or other non

-governmental or commercial purposes, without the prior written consent of HHS or Authority.

D. Contractor shall make HHS and Authority Data available to HHS and Authority, including to HHS's and Authority's designated vendors, as directed in writing by HHS or Authority. The foregoing shall be at no cost to HHS or Authority.

E. Furthermore, the proprietary nature of Contractor's systems that process, store, collect, and/or transmit the HHS or Authority Data shall not excuse Contractor's performance of its obligations hereunder.

RECORD RETENTION, AUDIT, AND CONFIDENTIALITY (related to Article VIII)

2.1 Record Maintenance and Retention

A. Contractor shall keep and maintain full, true, and complete records necessary to fully disclose to the Authority, HHS, the Texas State Auditor's Office, the United States Government, and their authorized representatives, all information to determine compliance with the terms and conditions of this Agreement and all state and federal rules, regulations, and statutes. Contractor shall ensure these same requirements are included in all subcontracts.

B. Contractor shall maintain and retain legible copies of this Agreement and all records relating to the performance of the Agreement, including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by the Contractor for a minimum of seven (7) years after the Agreement expiration date or seven (7) years after all audits, claims, litigation or disputes involving the Agreement are resolved, whichever is later. Contractor shall ensure these same requirements are included in all subcontracts.

2.2 Agency's Right to Audit

A. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, supporting documents kept current by Contractor pertaining to the Agreement for purposes of inspecting, monitoring, auditing, or evaluating by Authority, HHS and the State of Texas. Contractor shall ensure these same requirements are included in all subcontracts.

B. In addition to any right of access arising by operation of law, Contractor and any of Contractor's affiliate or subsidiary organizations, or Subcontractors shall permit the Authority,

HHS or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Agreement. Contractor shall permit HHS or any of its duly authorized federal, state, or local authorities unrestricted access to and the right to examine all external contracts and or pricing models or methodologies related to the Agreement. Contractor will ensure these same requirements are included in all subcontracts. If the Agreement includes federal funds, federal agencies that shall have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that shall have right of access to records as described include the HHS, HHS's contracted examiners, the State Auditor's Office, the Office of the Texas Attorney General, and any successor agencies. Each of these entities may be a duly authorized authority.

C. If deemed necessary by the Authority or HHS or any duly authorized authority, for the purpose of oversight, including, but not limited to, reviews, inspections, audits and investigations, Contractor shall produce original documents related to this Agreement.

D. The Authority and HHS and any duly authorized authority shall have the right to audit billings both before and after payments, and all documentation that substantiates the billings and payments related to the Agreement, including those related to a Subcontractor.

E. Contractor shall include the Authority's, HHS's and any of its duly authorized representatives', as well as duly authorized federal, state, or local authorities, unrestricted right of access to, and examination of, sites and information related to this Agreement in any Subcontract it awards.

2.3 Response/Compliance with Audit or Inspection Findings

A. Contractor must act to ensure its and its Subcontractors' compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, inspection or investigation of the Agreement and the services and Deliverables provided. Any such correction will be at Contractor's or its Subcontractor's sole expense. Whether Contractor's action corrects the noncompliance shall be solely the decision of the Authority or HHS.

B. As part of the services, Contractor must provide to Authority or HHS upon request a copy of those portions of Contractor's and its Subcontractors' internal audit reports relating to the services and Deliverables provided to the Authority under the Agreement.

C. Contractor shall include the requirement to provide to the Authority and to HHS (and any of its duly authorized federal, state, or local authorities) internal audit reports related to this Agreement in any Subcontract it awards. Upon request by the Authority or by HHS, Contractor shall enforce this requirement against its subcontractor. Further, Contractor shall include in any Subcontract it awards a requirement that all Subcontractor Subcontract must also include these provisions.

2.4 State Auditor's Right to Audit

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Agreement or indirectly through a subcontract under the Agreement. The acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor shall ensure the authority to audit funds received indirectly by subcontractors through the contract and the requirement to cooperate is included in any subcontract it awards.

2.5 Confidentiality

Contractor shall maintain as confidential and shall not disclose to third parties without Authority's or HHS's prior written consent, any Authority or HHS information including but not limited to Authority's or HHS's business activities, practices systems, conditions, and services. This section will survive termination or expiration of this Agreement. Further, the obligations of Contractor under this section will survive termination or expiration of this Agreement. This requirement must be included in all subcontracts awarded by Contractor.

PROHIBITED ACTIVITIES (related to Article IX, Section 9.6)

3.1 Political Activities

Contractors and their relevant subcontractors are prohibited from using funds from this Agreement directly or indirectly for political purposes, including lobbying, advocating for legislation, campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties, and voter registration campaigns. Contractors may use private money or contributions for political purposes but may not charge to, or be reimbursed from, the Agreement funds for the costs of such activities.

Employees funded by this Agreement may not use official authority or influence to achieve any political purpose and the funds from this Agreement cannot be used for the salary, benefits, or any other compensation of an elected official.

Funds received through this Agreement may not be used to employ, in any capacity, a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist. Additionally, Agreement funds cannot be used to pay membership dues to an organization that partially or wholly pays the salary of a person who is required by Chapter 305 of the Texas Government Code to register as a lobbyist.

As applicable, Contractor will comply with 31 USC Section 1352, relating to the limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.

GENERAL PROVISIONS

4.1 Permitting and Licensure (related to Article XI, Section 11.9)

At Contractor's sole expense, Contractor shall procure and maintain for the duration of this Agreement any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification, or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Agreement. Contractor shall be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Contractor shall be responsible for payment of any such government obligations not paid by its Subcontractors during performance of this Agreement.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("**Agreement**"), is entered into by and between Authority ("**Covered Entity**") and Ector County (the "**Business Associate**") (each a "**Party**" and collectively the "**Parties**")

WHEREAS, Covered Entity and Business Associate are parties to one or more agreements and/or may in the future become parties to additional agreements (collectively, the "Underlying Agreements"), pursuant to which Business Associate provides certain services to Covered Entity and, in connection with such services, creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable Protected Health Information relating to patients of Covered Entity ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996 as amended by the Health Information Technology for Economic and Clinical Health Act Title XIII of Division A of the American Recovery and Reinvestment Act, 2009 (HITECH Act) and regulations promulgated there under, as such law and regulations may be amended from time to time (collectively, "HIPAA"); and

WHEREAS, Covered Entity and Business Associate wish to comply in all respects with the requirements of HIPAA, including requirements applicable to the relationship between a covered entity and its business associates;

NOW, THEREFORE, the parties agree that each of the Underlying Agreements shall hereby be amended as follows:

1. Catch-all definition: The following terms used in this Agreement: shall have the same meaning as those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("**HIPAA**"), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 ("**HITECH**"), and any current and future regulations promulgated under HIPAA or HITECH: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Definitions.

- (a) "Breach"- shall have same meaning given to such term as defined in 45 CFR § 164.402.
- (b) "Business Associate" shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (c) "Covered Entity" shall have the same meaning given to such term as defined in 45 CFR § 160.103.
- (d) "Designated Record Set" shall have the same meaning given to such term as defined in 45 CFR § 164.501.
- (e) "Disclosure" shall have the same meaning given to such terms as defined in 45 CFR § 160.103.

- (f) "Electronic Protected Health Information" or "e-PHI" shall have the same meaning given to such term as defined in 45 CFR §160.103 limited to the information transmitted or maintained by the Business Associate in electronic form format or media.
- (g) "Individual" shall have the same meaning given to such term as defined in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- (h) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E respectively.
- (i) "Protected Health Information" or "PHI" shall have the same meaning given to such term as defined in 45 CFR §160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (j) "Required By Law" shall have the same meaning given such term as defined in 45 CFR§ 164.103 and The Health Information Technology for Economic and Clinical Health Act (HITECH) Division A: Title XIII, Subtitle D.
- (k) "Security" or "Security Measures" encompass all of the administrative, physical, and technical safeguards in an information system specified in subpart C of 45, CFR § 164.
- (l) "Security Rule" shall mean the Standards for Security of Electronic Protected Health Information as specified in subparts A and C in 45 C.F.R. Parts 160 and 164, respectively.
- (m) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

2. Obligations and Activities of Business Associate.

- (a) Business Associate may not use or disclose protected health information other than as permitted or required by the Underlying Agreement or as required by law:
- (b) Business Associate agrees to use appropriate safeguards, including without limitation, administrative, physical and technical safeguards, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement and to reasonably and appropriately employ the same standards as required by law to, protect the confidentiality, integrity and availability of any electronic Protected Health Information (e-PHI) that it may receive, maintain or transmit on behalf of the Covered Entity in compliance with Subpart C of 45 CFR Part 164.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement or any security incident of which it becomes aware, involving Protected Health Information of the Covered Entity as required at 45 CFR 164.410.
- (e) Business Associate must in accordance with 45 CFR §164.502(e)(l)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors, agents or affiliates of the Business Associate that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. Subject to the United States

and State of Texas export control and foreign outsourcing laws, rules and regulations, the Business Associate will require any of its subcontractors and agents either based in the United States or a foreign country, to provide a reasonable assurance, evidenced in writing, that the subcontractor or agent will comply with the same privacy and security obligations as the Business Associate with respect to such PHI either set forth in this Agreement or in applicable law, rules and regulations.

- (f) Business Associate agrees to provide access, at the written request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under 45 CFR §164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the written request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.
- (h) Business Associate agrees to make available internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy and Security Rules.
- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner designated by Covered Entity, information collected in accordance with Section (2)(i) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.
- (k) Business Associate hereby acknowledges and agrees that Covered Entity has notified Business Associate that Business Associate is required to comply with the confidentiality, disclosure and re-disclosure requirements of Texas law to the extent such requirements may be applicable.
- (l) If Business Associate, in performance of the contracted services, extends, renews or continues credit to patients or regularly allows patients to defer payment for services including setting up payment plans in connection with one or more covered accounts, as defined at 16 C.F.R. § 681.2(b)(3), the Business Associate shall comply with the Federal Trade Commission's "Red Flag" Rules, if applicable, or develop and implement a written identity theft prevention program designed to identify, detect, mitigate and respond to suspicious activities that could indicate that identity theft has occurred in the Business Associate practice or business.
- (m) Business Associate understands and agrees that it will not access or use any Protected Health Information of any patient except for those patients whose accounts have been assigned to Business Associate, and it will further limit access to that Protected Health

Information that is necessary to the activities undertaken by Business Associate on behalf of Covered Entity.

- (n) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(l)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any Protected Health Information, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "Marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312, and 164.316, at such time as the requirements are applicable to Business Associate.

3. Permitted Uses and Disclosures by Business Associate.

In case Business Associate obtains or creates Protected Health Information, Business Associate may use or disclose Protected Health Information, or any information derived from that Protected Health Information, only as explicitly permitted in the underlying agreement, and only if such use or disclosure, respectively, is in compliance with each applicable requirement of 45 CFR § 164.504(e). It means that:

- (a) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (b) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (c) Business Associate understands and agrees that its access to Protected Health Information stored in databases and information systems at the Covered Entity is subject to review and audit by the Covered Entity or agents of the State of Texas at any time, that remote audits of such access may occur at any time, that on-site audits of such access will be conducted during regular business hours, and that any review or audit may occur with or without prior notice by the Covered Entity.

4. Responsibilities of the Parties with Respect to Protected Health Information

- (a) Responsibilities of Covered Entity. With regard to the use and/or disclosure of Protected Health Information by the Business Associate, Covered Entity hereby agrees:
 - (1) to inform the Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45CFR §164.520,

to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

- (2) to inform the Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose Protected Health Information, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (3) to notify the Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR §164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of Protected Health Information by the Business Associate under this Agreement. Except if the Business Associate will use or disclose Protected Health Information for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of the Business Associate, Covered Entity will not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy and Security Rule if done by the Covered Entity.

5. Application of Security and Privacy Provisions to Business Associate.

- (a) Security Measures: 45 CFR §164.308, 164.310, 164.312 and 164.316, dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate as Required by Law. Any additional security requirements contained in Division A Title XIII Health Information Technology of the American Recovery and Reinvestment Act that apply to Covered Entity shall also apply to Business Associate as of February 17, 2010. Business Associates that require access to Covered Entity electronic patient systems and electronic infrastructure systems (either on site or remote) will supply the necessary information of employees to uniquely identify such employees, as employees with a need to access systems and will supply to Covered Entity Information Security Officer a valid state or federal issued photo ID for such employees to receive a unique user name and password to access the system(s).
- (b) Application of Civil and Criminal Penalties- If Business Associate violates any security provision as Required by Law specified in subparagraph (a) above, sections 1176 and 1177 of the Social Security Act 42 U.S.C. §1320d-5, 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such security provision.

6. Information Breach Notification Requirements.

- (a) Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary of the Department of Health and Human Services and the Individual in case of a security breach of unsecured Protected Health Information (as defined in 45 CFR §164.402).

- (b) Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured Protected Health Information, Business Associate without unreasonable delay and in no case later than thirty (30) days following the discovery of a breach of such information, shall notify Covered Entity of such breach. Such notice shall include the identification of each individual whose Unsecured Protected Health Information has been or is reasonably believed by the Business Associate to have been, accessed, acquired or disclosed during the breach.
- (c) Covered Entity and Business Associate recognizes that the Unsecured Protected Health Information may contain the social security numbers, financial account information or driver's license number or non-driver identification card number. Business Associate shall be liable for the costs associated with such breach if caused by the Business Associate's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Business Associate's agents, officers, employees, or subcontractors.

7. Term and Termination.

- (a) Term. The Term of this Agreement shall be effective as of the Effective Date (as defined below) and shall terminate at termination of underlying agreement or on the date Covered Entity terminates this agreement for cause as authorized on paragraph (b) of this section, whichever is sooner.
- (b) Termination for Cause. The parties acknowledge that in the event the Covered Entity learns of a pattern or activity or practice of the Business Associate that constitutes violation of a material term of this Agreement, then the parties promptly shall take reasonable steps to cure the violation. If such steps are, in the judgment of the Covered Entity, unsuccessful, ineffective or not feasible, then the Covered Entity may terminate, in its sole discretion, any or all of the Underlying Agreements upon written notice to the Business Associate, if feasible, and if not feasible, shall report the violation to the Secretary of the Department of Health and Human Services.
- (c) Effect of Termination.
 - (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement or the Underlying Agreement(s) for any reason, Business Associate shall return or destroy all Protected Health Information pursuant to 45 CFR § 164.504(e)(2)(i) received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification, in writing, of the conditions that make return or destruction infeasible. Said notification shall include: (i) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (ii) the specific reasons for such determination. The Covered Entity may disagree with the Business Associate's

determination. Upon mutual agreement of the Parties that return, or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If it is infeasible for the Business Associate to obtain, from a subcontractor or agent, any Protected Health Information in the possession of the subcontractor or agent, the Business Associate must provide a written explanation to the Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations, and restrictions contained in this Agreement to the subcontractors and/or agents' use and/or disclosure of any Protected Health Information retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of Protected Health Information infeasible.

- (d) Automatic Termination. This Agreement will automatically terminate without any further action of the Parties upon termination or expiration of the Underlying Agreement.
- (e) Effective Date. The effective date of this Agreement (the "Effective Date") shall be the date of the last signature below.

8. Insurance and Indemnification.

Indemnification. The Business Associate agrees to indemnify, defend, and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorney's fees arising from any breach of this Agreement by Business Associate, or arising from any negligent or wrongful acts or omissions of Business Associate, including failure to perform its obligations under the Privacy Rule. The Business Associate's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

9. Miscellaneous.

- (a) Regulatory References. A reference in this Agreement to a section in the Privacy and Security Rules means the section as in effect or as amended, and for which compliance is required.
- (b) Agreement. The Parties agree to take such action as is necessary to amend the Underlying Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Rules and the Health Insurance Portability and Accountability Act, Public Law 5104-191; provided, however, that no Agreement shall be deemed valid unless signed by both parties.

- (c) **Amendments / Waiver.** This agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to a waiver of any right or remedy as to subsequent events. The Parties agree to take such actions as is necessary to amend this agreement from time to time as is necessary for compliance with the requirements of the HIPAA rules and any other applicable law.
- (d) **Survival.** The respective rights and obligations of Business Associate under Section 6(c) of this Agreement shall survive the termination of this Agreement and/or the Underlying Agreements, as shall the rights of access and inspection of Covered Entity.
- (e) **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.
- (f) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.
- (g) **Equitable Relief.** Business Associate understands and acknowledges that any disclosure or misappropriation of any PHI in violation of this Attachment will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as Covered Entity shall deem appropriate. Such right of Covered Entity is to be in addition to the remedies otherwise available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

10. Governing Law; Conflict.

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Midland County, Texas. In the event of a conflict between the terms of this Agreement and the terms of any of the Underlying Agreements, the terms of this Agreement shall control.

Authority

401 E. Illinois Ave, Ste. 401
Midland, TX 79701

Provider

Authority Signature

Provider Signature

Date _____

Date _____

AMENDED MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and entered into between Meals on Wheels of Odessa, Inc. ("Meals on Wheels") and Ector County, Texas ("Ector County"), Collectively referred to hereafter in this agreement as the "Parties".

WITNESSETH THAT:

WHEREAS there currently exists an opportunity for Meals on Wheels to partner with Ector County to Provide meals at two locations of the Ector County Senior Centers;

WHEREAS the Parties desire to enter into this Memorandum of Understanding to take advantage of this opportunity;

NOW THEREFORE, the parties agree as follows:

1. Meals On Wheels located at 1314 E. 5th Street, Odessa, Texas, will provide congregate meals at the Ector County Senior Center located at 1225 Adams Ave., Odessa, Texas and 900 S. Dixie, Odessa Texas.

2. Ector County will retrieve congregate meals on serving days from Odessa Regional Medical Center (ORMC) located at 520 E. 6th Street, Odessa Texas, and deliver the congregate meals to the above stated Ector County Senior Center location. Ector County will begin retrieving congregate meals from Meals on Wheels at ORMC on October 2, 2024.

3. Ector County and Ector County Senior Centers agree to follow and comply with all food safety guidelines and regulations in accordance with all applicable laws and will be subject to monitoring by Meals on Wheels.

4. Ector County agrees to reimburse Meals on Wheels for the costs of the congregate meals provided at the above stated Ector County Senior Centers locations. The Parties agree that the cost of the congregate meals will be determined by the amounts that Meals on Wheels pays for meals and accompanying items, such as milk and bread. Meals on Wheels will pay suppliers directly for the costs of all such meals, milk and bread, and Ector County will reimburse Meals on Wheels of all such meals and accompanying items as follows: $\$4(\text{meal}) + \$0.31(\text{milk}) + 1.25(\text{bread}) = \5.56 .

EXECUTED this the ____ day of _____, 20____.

By: Raymon C. Stoker IV
Raymon C Stoker IV – Executive Director, Meals on Wheels of Odessa, Inc.

By: _____
Judge Dustin Fawcett, Ector County Judge

STATE OF TEXAS §
 §
COUNTY OF ECTOR §

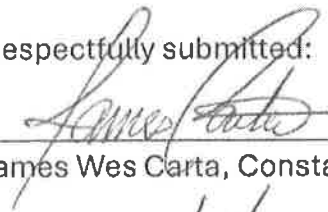
APPLICATION FOR APPOINTMENT OF DEPUTY CONSTABLES
PRECINCT NO. ONE

On this day came to be heard a request from Constable Precinct No. One, requesting appointment of the following Deputy Constables pursuant to Section 86.011 of the Texas Local Government Code:

- Edgar Valenzuela

The appointment of the above-named deputies is necessary to properly handle the business of the Constable Precinct No. One office.

Respectfully submitted:


James Wes Carta, Constable Pct. 1

Date: 04/14/2025

APPROVAL AND CONFIRMATION

Now, therefore, the Ector County Commissioner's Court hereby determines that the appointment of the above-named deputy constables is necessary to properly handle the business originating in Precinct One. Each deputy constable named herein shall qualify in the manner provided for all deputy constables.

Adopted by the Ector County Commissioner's Court this _____ day of _____, 2024.

By: _____
Dustin Fawcett, County Judge

ATTEST:

Jennifer Martin, County Clerk

Job Title: Summer Civil Engineering Intern

Location: Public Works Department, Ector County

Duration: Summer 2025 (May–August)

Department: Public Works / Engineering

Reports To: County Engineer

Job Description:

We are seeking a motivated and detail-oriented Civil Engineering Intern to join our team for the summer. This position provides hands-on experience supporting road construction and infrastructure projects. The intern will assist project engineers and field staff with daily operations, document management, and project coordination.

Key Responsibilities:

- Scan engineering plans, maps, and project documents into a shared digital folder for team access and record-keeping
- Support road construction and infrastructure projects by assisting with inspections, site visits, and reporting
- Perform basic calculations and data entry under the supervision of licensed engineers
- Assist in reviewing project specifications, drawings, and submittals
- Help maintain organized project files, logs, and records
- Perform other related duties as assigned, which may include field data collection, traffic studies, and administrative support

Qualifications:

- Currently pursuing a degree in Civil Engineering or a related field
- Basic understanding of civil engineering principles and construction processes
- Proficiency in Microsoft Office (Word, Excel) and familiarity with PDF software and scanning equipment
- Strong organizational skills and attention to detail
- Ability to work collaboratively and communicate effectively
- Valid driver's license (preferred for fieldwork)

Benefits:

- Gain practical experience in civil engineering and construction
- Work alongside experienced professionals on real-world projects
- Flexible schedule to accommodate school commitments (if applicable)

Send Resume to Claire.alvarado@ectorcountytexas.gov

Racial Profiling Report | Full

Agency Name: ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT

Reporting Date: 02/19/2025

TCOLE Agency Number: TX068013A

Chief Administrator:

Agency Contact Information:

Phone: (432) 498-4013

Email:

Mailing Address:

300 N. GRANT AVE.

ODESSA, TX 79761

This Agency filed a full report

ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT has adopted a detailed written policy on racial profiling. Our policy:

1. Clearly defines acts constituting racial profiling.
2. Strictly prohibits peace officers employed by the ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT from engaging in racial profiling.
3. Implements a process by which an individual may file a complaint with the ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT if the individual believes that a peace officer employed by the ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT has engaged in racial profiling with respect to the individual.
4. Provides public education relating to the agency's complaint process.
5. Requires appropriate corrective action to be taken against a peace officer employed by the ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT who, after an investigation, is shown to have engaged in racial profiling in violation of the ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT policy.
6. Requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - The race or ethnicity of the individual detained.
 - Whether a search was conducted and, if so, whether the individual detained consented to the search.
 - Whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual.
 - Whether the peace officer used physical force that resulted in bodily injury during the stop.
 - The location of the stop.
 - The reason for the stop.
7. Requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - The Commission on Law Enforcement; and
 - The governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The ECTOR COUNTY ENVIRONMENTAL ENFORCEMENT has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: JAMES CARTA

Date: 02/19/2025

Total stops: 92

Street address or approximate location of the stop

City street	9
US highway	10
County road	16
State highway	57
Private property or other	0

Was race or ethnicity known prior to stop?

Yes	2
No	90

Race / Ethnicity

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	5
White	19
Hispanic / Latino	67

Gender

Female: 31

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	2
White	4
Hispanic / Latino	24

Male: **61**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	15
Hispanic / Latino	43

Reason for stop?

Violation of Law: **2**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	2

Preexisting Knowledge: **0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0

Hispanic / Latino 0

Moving Traffic Violation: 74

Alaska Native / American Indian 0

Asian / Pacific Islander 1

Black 3

White 16

Hispanic / Latino 54

Vehicle Traffic Violation: 16

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 2

White 3

Hispanic / Latino 11

Was a search conducted?

YES: 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

NO: 92

Alaska Native / American Indian 0

Asian / Pacific Islander 1

Black 5

White 19

Hispanic / Latino 67

Reason for Search?

Consent: 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Contraband: 0

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

Probable: 0

Alaska Native / American Indian 0

White	0
Hispanic / Latino	0
Inventory: 0	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Incident to Arrest: 0	
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was Contraband Discovered?

YES: 0

Did the finding result in arrest?
(total should equal previous column)

Alaska Native / American Indian	0	Yes	0	No	0
Asian / Pacific Islander	0	Yes	0	No	0
Black	0	Yes	0	No	0
White	0	Yes	0	No	0
Hispanic / Latino	0	Yes	0	No	0

NO: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Description of Contraband

Drugs: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Weapons: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Alcohol: **0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Stolen property: **0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Other: **0**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Result of the stop

Verbal Warning: **4**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	2

Written warning: **40**

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	3
White	10
Hispanic / Latino	26

Citation: **48**

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	7
Hispanic / Latino	39

Written Warning and Arrest: **0**

Black	0
White	0
Hispanic / Latino	0

Citation and Arrest: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Arrest: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Arrest based on

Violation of Penal Code: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Violation of Traffic Law: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Violation of City Ordinance: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Outstanding Warrant: 0

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0

Was physical force resulting in bodily injury used during stop?

Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To	
Suspect	0
Officer	0
Both	0

NO: 92

Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	5
White	19
Hispanic / Latino	67

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	()
Use Department's submitted analysis	()

Optional Narrative

Submitted electronically to the

The Texas Commission on Law Enforcement



TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

Tips to Begin a Request for Quote (RFQ)

Counties and county-related districts can obtain a quote from Texas Association of Counties Health and Employee Benefits Pool (TAC HEBP) for group health, dental, vision and life products without the hassle of a formal Request for Proposal (RFP). Said counties and county-related districts can enter into a contract with TAC HEBP via an **Interlocal Agreement** established by the **Texas Local Government Code Chapter 262**.

A letter from the County Judge or District Director should be prepared indicating the entity has voted to request a quote from TAC HEBP in accordance with the Texas Local Government Code Chapter 262. This correspondence must come from the entity itself and not an agent or broker.

RECOMMENDED SCHEDULE FOR AN RFQ PROCESS WITH TAC HEBP

- 5 months prior to Anniversary Date (AD), deliver a letter requesting a quote.
- TAC HEBP to provide a targeted due date of when to expect the requested quote.
- Discussion (or workshop), insurance committee presentations and/or decision dates should be set within 2 weeks following receipt of the quote.
- Enrollment meetings should take place at least 1.5 months prior to the effective date in order to ensure proper group set-up and for timely delivery of identification cards to employees.

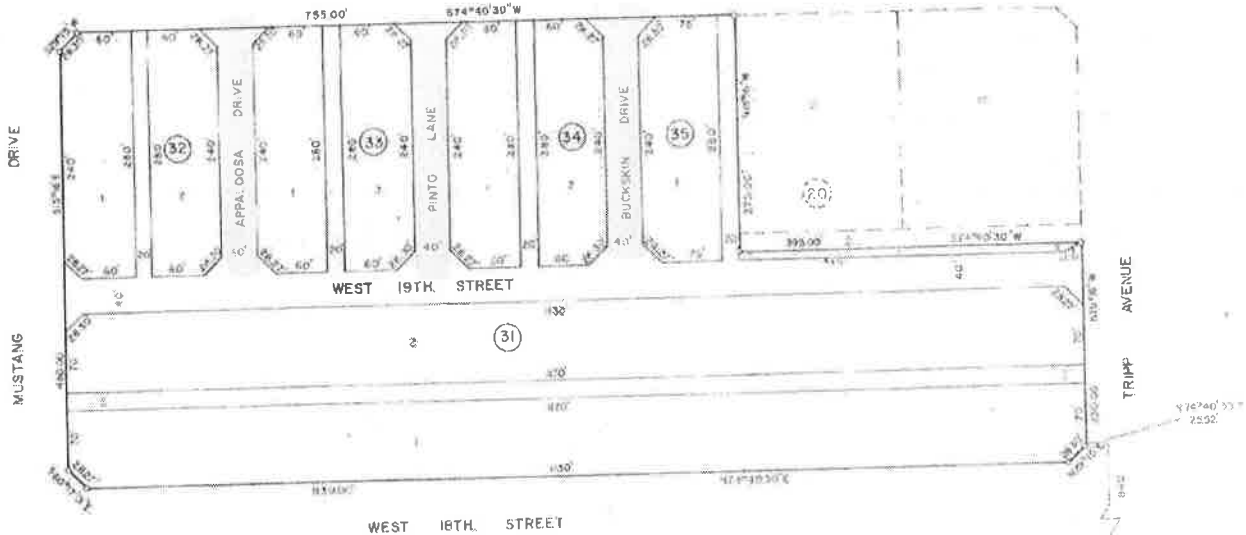
The following is a timeline for RFQs for an October 1 anniversary date.

Schedule	Date
Submit Request for Quote (RFQ) letter to TAC HEBP	May 16
Underwriting Information due to TAC	June 9
Quote Delivered to Group	July 7
Targeted Contract Award Date	July 23
Contract Paperwork Signed and Due to TAC	No later than July 28
Implementation	
Finalize Contracts	No later than July 28
Eligibility Coordination	July 29-September 30
Communication Plan	July 29-September 30
Account Structure and Set-Up	July 29-September 30
Employee Enrollment Meetings	Between August 11-22
Coordinate Vendor Partner Interface	July 29-September 30
Billing/Reporting	July 29-September 30
Care Management Transition	July 29-September 30
ID Card Coordination and Support	July 29 September 30
Go Live	October 1

TAC Revised 3-19-2025

REPLAT OF LOTS 1 THRU 10, BLOCK 20
RANCH ACRES: 2nd FILING
ECTOR COUNTY, TEXAS

WEST 20TH STREET



THAT I, JOHN C. LANGRISH, DO HEREBY CERTIFY THAT I
PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE
SURVEY OF THE LAND AND THAT THE CORNER MARKERS
SHOWN HEREON WERE PROPERLY PLACED UNDER MY
SUPERVISION.

DATE: 7 January 1982 *John C. Langrish*

THIS PLAT IS HEREBY APPROVED, THIS 11 DAY
JANUARY 1982.

ECTOR COUNTY COMMISSIONER/CORR. BY *Ray J. Walker*

FILED FOR RECORD ON THIS 12 DAY OF JAN
1982, AT 11:01 A.M. RECORDS THIS 12 DAY
1982, AT 11:01 A.M. IN CLERK'S OFFICE
ECTOR COUNTY CLERK OF COURTS.

Lucille Waly

STATE OF TEXAS
COUNTY OF ECTOR

BEFORE ME, THE UNDERSIGNED, I, J. C. LANGRISH

THE UNDERSIGNED, I, JOHN C. LANGRISH, DO HEREBY CERTIFY THAT I
PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE
SURVEY OF THE LAND AND THAT THE CORNER MARKERS
SHOWN HEREON WERE PROPERLY PLACED UNDER MY
SUPERVISION.

John C. Langrish
1/7/82

STATE OF TEXAS
COUNTY OF ECTOR

BEFORE ME THE UNDERSIGNED, I, J. C. LANGRISH

A SOLICITOR AT LAW AND FOR THE COUNTY OF ECTOR AND THE
STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TO ME
JOHN C. LANGRISH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED
TO ME THAT HE EXECUTED THE SAME FOR THE REASONS AND
CONSIDERATIONS THEREIN EXPRESSED AND AS THE SAME ARE
THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE IN ECTOR COUNTY
ON 11 DAY OF JAN 1982.

John C. Langrish
CLERK OF COURTS
ECTOR COUNTY, TEXAS

MY COMMISSION EXPIRES 1/15

STATE OF TEXAS
COUNTY OF ECTOR

BEFORE ME, THE UNDERSIGNED, I, J. C. LANGRISH

A SOLICITOR AT LAW AND FOR THE COUNTY OF ECTOR AND THE
STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TO ME
JOHN C. LANGRISH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED
TO ME THAT HE EXECUTED THE SAME FOR THE REASONS AND
CONSIDERATIONS THEREIN EXPRESSED AND AS THE SAME ARE
THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE IN ECTOR COUNTY
ON 11 DAY OF JAN 1982.

John C. Langrish
CLERK OF COURTS
ECTOR COUNTY, TEXAS

MY COMMISSION EXPIRES 1/15

STATE OF TEXAS
COUNTY OF ECTOR

BEFORE ME, THE UNDERSIGNED, I, J. C. LANGRISH

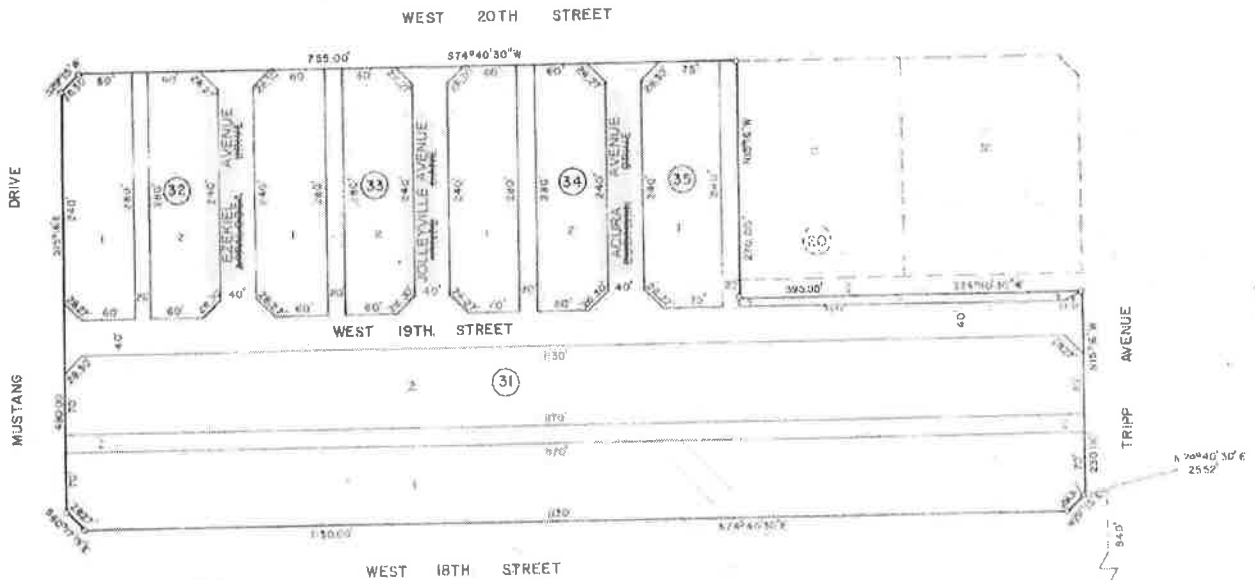
A SOLICITOR AT LAW AND FOR THE COUNTY OF ECTOR AND THE
STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED TO ME
JOHN C. LANGRISH, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED
TO ME THAT HE EXECUTED THE SAME FOR THE REASONS AND
CONSIDERATIONS THEREIN EXPRESSED AND AS THE SAME ARE
THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE IN ECTOR COUNTY
ON 11 DAY OF JAN 1982.

John C. Langrish
CLERK OF COURTS
ECTOR COUNTY, TEXAS

MY COMMISSION EXPIRES 1/15

REPLAT OF LOTS 1 THRU 10, BLOCK 20
RANCH ACRES 2nd FILING
ECTOR COUNTY, TEXAS



THAT I, JUDEN F. LANDGRAF, DO HEREBY CERTIFY THAT THE PREPARED THIS PLAT FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY SUPERVISION.

DATE: 7 January 1982

Juden F. Landgraf
Surveyor

THIS PLAT IS HEREBY APPROVED, THIS 11 DAY OF JANUARY, 1982.

ECTOR COUNTY COMMISSIONERS COURT, BY *Joyce W. Hester*

FILED FOR RECORD ON THIS 12 DAY OF Jan 1982, AT 11:00 A.M. RECORDED THIS 12 DAY OF Jan 1982, AT 11:00 A.M. IN VOLUME A, PAGE 239 COUNTY CLERK, ECTOR.

Lucille Wolf
County Clerk

STATE OF TEXAS,
COUNTY OF ECTOR

KNOW ALL MEN BY THESE PRESENTS

THAT, I THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED AS "REPLAT OF LOTS 1 THRU 10, BLOCK 20, RANCH ACRES 2ND FILING," AN ADDITION TO THE CITY OF DRESSER, COUNTY OF ECTOR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATED TO THE USE OF THE PUBLIC, SUBJECT TO EASEMENTS, ALLEYS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC RIGHTS, RIGHTS THEREON, OR THE EXERCISE AND CONSIDERATION THEREOF, EXPRESSED, AND AN EASEMENT OF DRESSER AND ACCESS TO THE TRIPPLE AVENUE, THIS PURPOSES AS HEREBY GRANTED.

Juden F. Landgraf
Owner

STATE OF TEXAS,
COUNTY OF ECTOR

BEFORE ME THE UNDERSIGNED AUTHORITY

A NOTARY PUBLIC IN AND FOR THE COUNTY OF ECTOR AND THE STATE OF TEXAS, ON THIS DAY OF JANUARY, 1982, THE SIGNATURE OF JUDEN F. LANDGRAF APPEARED TO ME AND HE SHOWED ME HIS IDENTIFICATION CARD AND HE SHOWED TO ME THAT HE EXERCISED THE NAME AND THE SIGNATURE AS CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 7 DAY OF JANUARY, 1982.

Joyce W. Hester
Notary Public in and for Ector County, Texas

MY COMMISSION EXPIRES 1-1-83

STATE OF TEXAS,
COUNTY OF ECTOR

BEFORE ME THE UNDERSIGNED AUTHORITY

A NOTARY PUBLIC IN AND FOR THE COUNTY OF ECTOR AND THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED BENNY WATSON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE HERETOFORE INSTRUMENT, AND HE SHOWED TO ME THAT HE EXERCISED THE NAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 7 DAY OF JANUARY, 1982.

Benny Watson
Notary Public in and for Ector County, Texas

MY COMMISSION EXPIRES 1-1-83

STATE OF TEXAS,
COUNTY OF ECTOR

BEFORE ME THE UNDERSIGNED AUTHORITY

A NOTARY PUBLIC IN AND FOR THE COUNTY OF ECTOR AND THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED BENNY WATSON KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE HERETOFORE INSTRUMENT, AND HE SHOWED TO ME THAT HE EXERCISED THE NAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS 7 DAY OF JANUARY, 1982.

Benny Watson
Notary Public in and for Ector County, Texas

MY COMMISSION EXPIRES 1-1-83



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Victor Kirk Gaxiola and Dennis Alberto Gaxiola (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 9, Block 1, Addition, Wacasey, City of _____, County of Ector, Texas, known as Northern 35 ft. across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 3,600
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____
- C. Sales Price (Sum of A and B) \$ 3,600
- D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 3,600 as earnest money and \$ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller DAG JCG

TREC NO. 9-17

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**
- Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.
- If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.**
- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller DAG VRH

TREC NO. 9-17

(Address of Property)

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

Initialed for identification by Buyer _____ and Seller DAG VKG

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

Initialed for identification by Buyer _____ and Seller DAG VKG

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for

(i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
 Odessa, Texas 79761 Attn: John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytexas.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: 7715 Purple Vitex Rd.
 Odessa, TX.
 Phone: (432) 425 3454
 E-mail/Fax: dennis_gaxiola@hotmail.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

Initialed for identification by Buyer _____ and Seller DAG VLG

Contract Concerning _____

(Address of Property)

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Seller _____



Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



ENVIRONMENTAL · CIVIL ENGINEERING · LAND SURVEYING
ENGINEERING FIRM# 001363 · SURVEYING FIRM# 10034300
521 NORTH TEXAS · ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 · FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 9, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 9, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,428.56' & X= 1,633,472.00') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 9, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 8, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF WEST OVER ESTATES RECORDED IN CABINET 7, PAGE 5, OF THE ECTOR COUNTY PLAT RECORDS.

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 9, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 9, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 9, SAME BEING THE WEST LINE OF LOT 10 OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF A 5-ACRE TRACT TO JOSE BANUELO RECORDED IN VOLUME 1418, PAGE 985, OF THE ECTOR COUNTY DEED RECORDS AT THE NORTHEAST CORNER OF SAID LOT 9, AND BEING THE NORTHWEST CORNER OF SAID LOT 10;

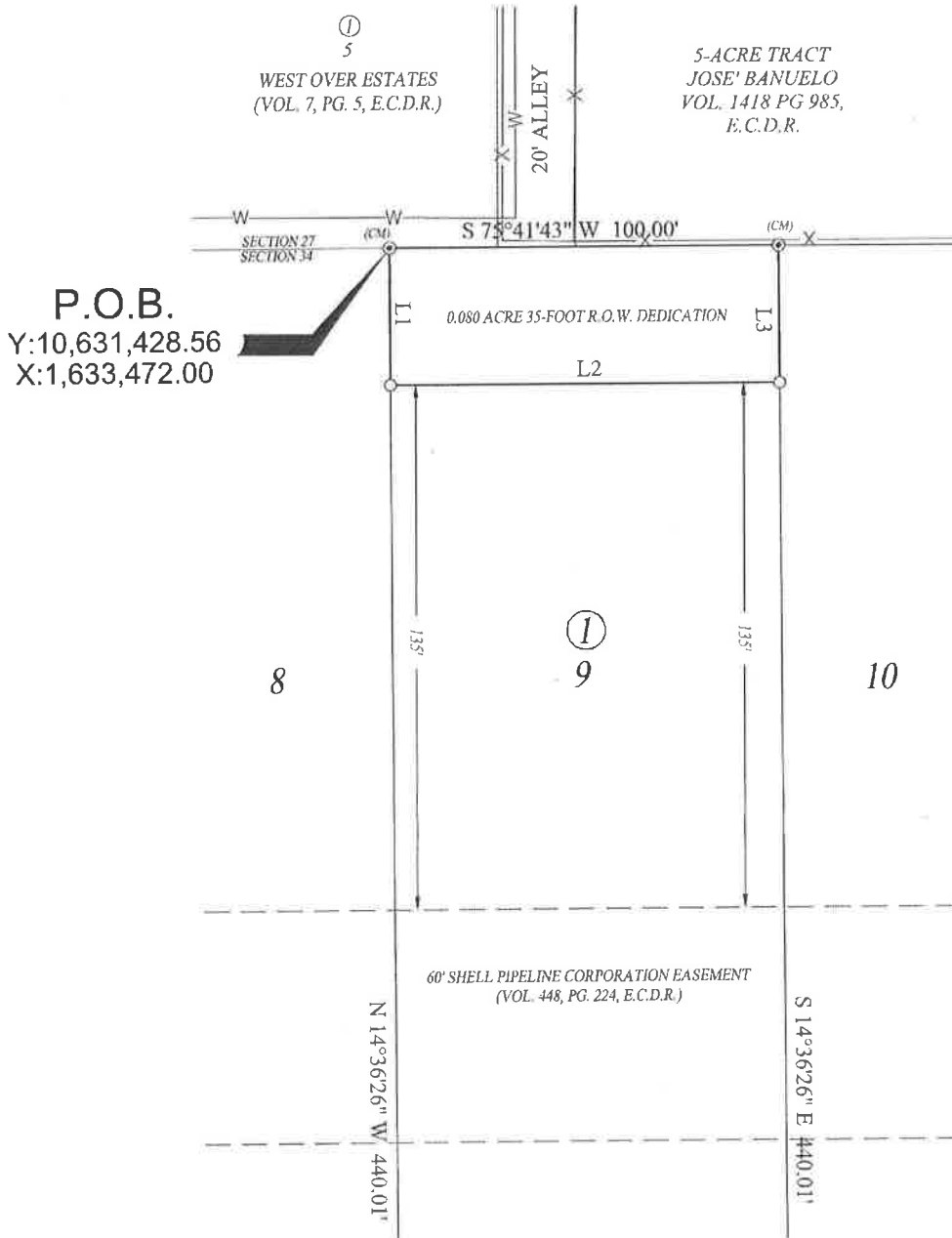
THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 9, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA
Randy Anderson
RANDY A. ANDERSON, RPLS 5403
JANUARY 28, 2025
LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT B
 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 9, BLOCK 1, WACASEY ADDITION 1ST FILING
 LOCATED IN SECTION 34, BLOCK 43, T-2S. T&P RR. CO. SURVEY, ECTOR COUNTY, TEXAS
 RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS

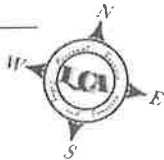


GENERAL NOTES:

- Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Odessa GPS Control monument "OD11H" (Y= 10,632,633.392 and X= 1,632,281.707 with a theta angle of -01°04'06" and a combined grid factor of 0.99986394. Elevations are based upon NAVD83.
- A Companion drawing is filed in the office of LCA of Odessa TX, that further describes the reconstruction of this survey.
- This Survey was prepared without the benefit of a abstract of title improvements, easements and rights-of-way that may affect this tract, see plat sheets on this survey.
- There is a Drawing in the office of LCA, Odessa, Texas that further describes the construction of this survey.
- Exhibit A the maps and bounds description accompanies this plat.

I Randy A. Anderson hereby certify that from December, 2024 through January 2025 the survey was made on the ground and this survey plat has been prepared as per the field notes thereby produced, and it properly represents the facts as found on the ground. This survey plat has been prepared in accordance with, and in substantial compliance with all rules and regulations promulgated by the Texas Board of Professional Engineers and Land Surveyors.

Randy Anderson
 RANDY A. ANDERSON, R.P.L.S. # 5403
 JANUARY 28, 2025



30' 0 30'
 SCALE : 1" = 30'
 ORIGINAL SHEET SIZE 11" X 17"

LINE	BEARING	DISTANCE
L1	S 14°36'26" E	35.00'
L2	N 75°41'43" E	100.00'
L3	N 14°36'26" W	35.00'

LEGEND

- ⊙ FOUND 1/2" I.R. WCAP 'LCA ODESSA TX' UNLESS OTHERWISE NOTED
- SET 1/2" I.R. WCAP 'LCA ODESSA TX' UNLESS OTHERWISE NOTED
- (CM) CONTROL MONUMENT
- E.C.D.R ECTOR COUNTY DEED RECORDS
- E.C.P.R ECTOR COUNTY PLAT RECORDS
- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS ECTOR COUNTY TEXAS
- X— EXISTING FENCE
- OH— EXISTING OVERHEAD ELECTRIC
- EXISTING POWER POLE
- EXISTING GUY ANCHOR
- EXISTING WATER LINE AS PER THE ECTOR COUNTY UTILITY GIS SYSTEM

LCA ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
 521 North Texas, Odessa Tx, 79761 F-001363 F-10034300
 Phone # (432) 332-5038 E-Mail: ka@lcaodessa.com



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Ramiro Jimenez Hernandez and Angel T. Urias (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 4, Block 1, Wacasey Addition, City of _____, County of Ector, Texas, known as 35 feet of the northern border of the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing.....\$ 3,600

The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum,

Loan Assumption Addendum, Seller Financing Addendum\$ _____

C. Sales Price (Sum of A and B)\$ 3,600

D. The Sales Price will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____

_____ (address): \$ 3,600

as earnest money and \$ _____ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller AU RJ

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at q Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - q (ii) will be amended to read, "shortages in area" at the expense of q Buyer q Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at q Seller's q Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property ~~is~~ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.** Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.**
- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

(Address of Property)

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property q is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)

(1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller q is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller q is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller q is is not aware of any environmental hazards that materially and adversely affect the Property.

Initialed for identification by Buyer _____ and Seller AV RJ

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(Address of Property)

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: q\$ _____ or q _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. **FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
 Odessa, Texas 79761 Attn: John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytx.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: 8501 W Dunn St
Trlr 152
 Phone: (432) 231 7063
 E-mail/Fax: _____
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|--|---|
| <input checked="" type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input checked="" type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input checked="" type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

Seller's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

(Address of Property)

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Seller _____



Buyer _____

Seller _____

Ramiro Jimenez H.



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Sara Yurida Cuevas Mascorro (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 6, Block 1, Addition, Wacasey, City of _____, County of Ector, Texas, known as Northern 35 feet of the the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing.....\$ 3,600

The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum.....\$ _____

C. Sales Price (Sum of A and B).....\$ 3,600

D. The Sales Price will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 3,600

as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller SYCM

TREC NO. 9-17

- (Address of Property)
- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at q Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of q Buyer q Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at q Seller's q Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property ~~is~~ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller SYCM

TREC NO. 9-17

(Address of Property)

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property q is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)

(1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller q is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller q is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller q is is not aware of any environmental hazards that materially and adversely affect the Property.

(Address of Property) _____

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
- (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) Buyer agrees to the existing fence to the same or better condition

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: q\$ _____ or q _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

(Address of Property)

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
 Odessa, Texas 79761 Attn: John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytexas.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: 121 Aztec Ave
Odessa TX 79763
 Phone: 432 3-10-27-93
 E-mail/Fax: Coevass974@gmail.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input checked="" type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input checked="" type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input checked="" type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Sara Coevas
Seller _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

_____ License No. _____ Other Broker Firm represents <input type="checkbox"/> Buyer only as Buyer's agent <input type="checkbox"/> Seller as Listing Broker's subagent	_____ License No. _____ Listing Broker Firm represents <input type="checkbox"/> Seller and Buyer as an intermediary <input type="checkbox"/> Seller only as Seller's agent
---	---

_____ License No. _____ Associate's Name	_____ License No. _____ Listing Associate's Name
---	---

_____ Team Name	_____ Team Name
--------------------	--------------------

_____ Phone _____ Associate's Email Address	_____ Phone _____ Listing Associate's Email Address
--	--

_____ License No. _____ Licensed Supervisor of Associate	_____ License No. _____ Licensed Supervisor of Listing Associate
---	---

_____ Phone _____ Other Broker's Address	_____ Phone _____ Listing Broker's Office Address
---	--

_____ City	_____ State	_____ Zip
---------------	----------------	--------------

_____ License No. _____
 Selling Associate's Name

 Team Name

_____ Phone _____
 Selling Associate's Email Address

_____ License No. _____
 Licensed Supervisor of Selling Associate

 Selling Associate's Office Address

_____ State _____ Zip _____
 City

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

(Address of Property)

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract Is acknowledged.

Escrow Agent Received by Email Address Date

Address Phone

City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax



UNIMPROVED PROPERTY CONTRACT
 NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Samantha Adriana Davila (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 7, Block 1, Wacasey Addition, City of _____, County of Ector, Texas, known as Northern 35 feet of the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing.....\$ 3,600

The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum,

Loan Assumption Addendum, Seller Financing Addendum.....\$ _____

C. Sales Price (Sum of A and B).....\$ 3,600

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____

_____ (address): \$ 3,600

as earnest money and \$ _____ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

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- (Address of Property)
- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at q Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - q (ii) will be amended to read, "shortages in area" at the expense of q Buyer q Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- q (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at q Seller's q Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - q (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

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Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

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required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property q is q is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)

(1) Buyer accepts the Property As Is.

(2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller q is q is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller q is q is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller q is q is not aware of any environmental hazards that materially and adversely affect the Property.

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- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) Buyer agrees to move the existing fence to the same or better condition.

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Seller shall pay the following expenses (Seller's Expenses):

- (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
- (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: q\$ _____ or q _____ % of the Sales Price (check one box only); and
- (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.

(2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

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- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

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- 19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. **FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
Odessa, Texas 79761 Attn: John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytexas.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: 121 N Aztec Ave
Odessa, TX 79763
 Phone: (956) 332-7651
 E-mail/Fax: navila.samantha27@gmail.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Third Party Financing Addendum | <input checked="" type="checkbox"/> Addendum for Coastal Area Property |
| <input checked="" type="checkbox"/> Seller Financing Addendum | <input checked="" type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input checked="" type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input checked="" type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input checked="" type="checkbox"/> Buyer's Temporary Residential Lease | <input checked="" type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input checked="" type="checkbox"/> Seller's Temporary Residential Lease | <input checked="" type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input checked="" type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input checked="" type="checkbox"/> Addendum for Section 1031 Exchange |
| <input checked="" type="checkbox"/> Addendum for "Back-Up" Contract | <input checked="" type="checkbox"/> Other (list): _____ |
| <input checked="" type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input checked="" type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

(Address of Property)

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Samuel Davis
Seller _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent Date

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent Received by Email Address Date

Address Phone

City State Zip Fax

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent Received by Email Address Date/Time

Address Phone

City State Zip Fax



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Edgar Corrales Tercero (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 8, Block 1, Wacasey Addition, City of _____, County of Ector, Texas, known as Northern 35 ft across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing\$ 3,600
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ _____

C. Sales Price (Sum of A and B)\$ 3,600

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 3,600 as earnest money and \$ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

(Address of Property)

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
- (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

- (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
- (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

- C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for

- (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
Odessa, Texas 79761 Attn: John Henderson
Phone: (432) 498-4000
E-mail/Fax: john.henderson@ectorcountytx.gov
E-mail/Fax: _____
With a copy to Buyer's agent at: _____

To Seller at: 2512 W 2nd St Odessa
Texas 79763
Phone: (432) 438-3407
E-mail/Fax: lxcross@jgmsl.com
E-mail/Fax: _____
With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum containing Notice of Obligation to Pay Improvement District Assessment
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Addendum for Section 1031 Exchange
- Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

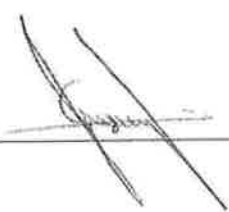
E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Seller _____



Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

NOTICE OF CONFIDENTIALITY OF RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF ECTOR

That I/We, **L.A.M. Property Management, LLC**, "Grantor", of the State of Texas, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, to us in hand by **Edgar Corrales Tercero** "Grantee", the receipt of which is hereby acknowledged; and by the execution and delivery of one certain promissory note, of even date herewith, executed by Grantee herein and payable to the order of Grantors herein; said note containing the usual provisions for acceleration of maturity and attorney's fees; said note being secured by the vendor's lien hereinafter retained and additionally secured by Deed of Trust, of even date herewith, to David Pyke, Trustee; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said **GRANTEE**, of the State of Texas, all that certain lot, tract or parcel of land lying and being situated in Ector County, Texas, and described as follows, to-wit:

Being Lot 8, Block 1, out of Wacasey Addition 1st Filing, Ector County, Texas, according to the plat thereof recorded in Cabinet C, Page 193D, Ector County Plat Records.

This conveyance, however, is made and accepted subject to any and all restrictions, encumbrances, easements, covenants and conditions, if any, relating to the hereinabove described property as the same are filed for record in the County Clerk's Office of Ector County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **GRANTEE**, its successor and assigns, and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said **GRANTEE**, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien and superior title are retained in favor of the holder of the above note against the above described property, premises and improvements until the above described note and all interest are fully paid according to its face, tenor, reading and effect, when this deed shall become absolute.

Current ad valorem taxes on the property having been prorated, the payment thereof is assumed by Grantee.

WITNESS our hands this the 16th day of January, 2024.

L.A.M. Property Management, LLC

Bruce Wacasey
Bruce Wacasey, President

STATE OF TEXAS

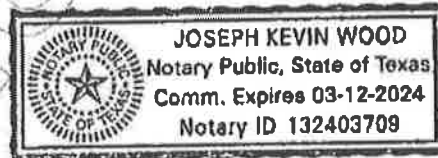
COUNTY OF DALLAS

This instrument was acknowledged before me on this the 16th day of January, 2024, by L.A.M. PROPERTY MANAGEMENT, LLC, Bruce Wacasey, President.

Joseph Kevin Wood
Notary Public, State of Texas

Mailing Address of Grantee:

2612 W. 2nd St.
Odessa, TX 79763



**THE STATE OF TEXAS
COUNTY OF ECTOR**

I hereby certify that this instrument was FILED on the date and the time stamped hereon by me and was duly RECORDED in the Official Public Records of Ector County, Texas.

2024-00001564 WARRANTY DEED
01/31/2024 12:53:37 PM Total Fees: \$29.00
Recorded By: Lexie Cole

Jennifer Martin



Jennifer Martin, County Clerk
Ector County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Unofficial Copy



Personal Service, Today and Tomorrow

ENVIRONMENTAL · CIVIL ENGINEERING · LAND SURVEYING
ENGINEERING FIRM# 001363 · SURVEYING FIRM# 10034300
521 NORTH TEXAS · ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 · FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 8, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34, BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 8, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34 BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,403.86' & X= 1,633,375.10') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 8 BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 7, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF WEST OVER ESTATES RECORDED IN CABINET 7, PAGE 5, OF THE ECTOR COUNTY PLAT RECORDS.

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 8, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 8, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 8, SAME BEING THE WEST LINE OF LOT 9, OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF SAID WEST OVER ESTATES AT THE NORTHEAST CORNER OF SAID LOT 8, AND BEING THE NORTHWEST CORNER OF SAID LOT 9;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 8, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA

Randy Anderson
RANDY A. ANDERSON, RPLS 5403

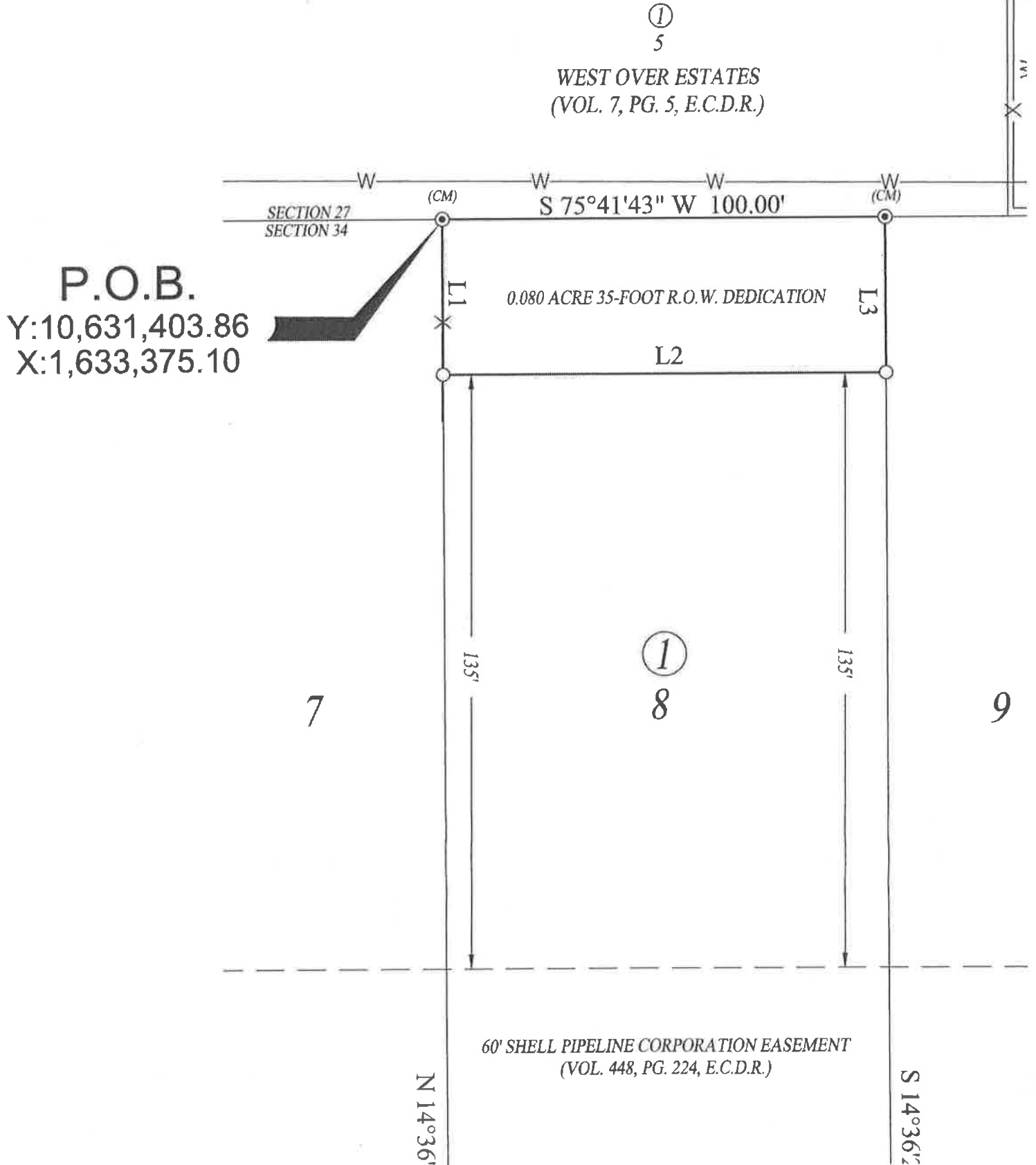
JANUARY 28, 2025

LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 8, BLOCK 1, WACASEY ADDITION
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS





UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Hugo Escarsega-Mora and Cruz Celia Zubia (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 5, Block 1, Wacasey Addition, City of _____, County of Ector, Texas, known as 35 ft of the Northern border of the referenced property. (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing\$ 3,600

The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ _____

C. Sales Price (Sum of A and B)\$ 3,600

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____

(address): \$ 3,600 as earnest money and \$ _____ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller CZ H.E

(Address of Property)

- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.** Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.**
- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

- 10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- 11. **SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

Initialed for identification by Buyer _____ and Seller CZ HE

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
Odessa, Texas 79761 Attn:John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytx.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: Hugo Escarsega
 Phone: (612) 232-4743
 E-mail/Fax: escarseggh4@gmail.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

- 23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer

HUGO ESCOBAR

Seller

Buyer

Araceli

Seller



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



Personal Service, Today and Tomorrow

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 5, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 5, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34 BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,329.73' & X= 1,633,084.40') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 5, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 4, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF W. 3RD STREET A 50-FOOT RIGHT OF WAY AS SHOWN ON THE RECORDED PLAT OF WEST OVER ESTATES RECORDED IN CABINET 7, PAGE 5, OF THE ECTOR COUNTY PLAT RECORDS.

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 5, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 5, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 5, SAME BEING THE WEST LINE OF LOT 6, OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

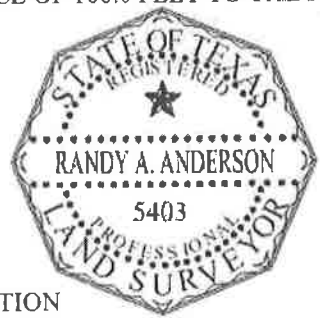
THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF SAID W. 3RD STREET AT THE NORTHEAST CORNER OF SAID LOT 5, AND BEING THE NORTHWEST CORNER OF SAID LOT 6;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 5, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

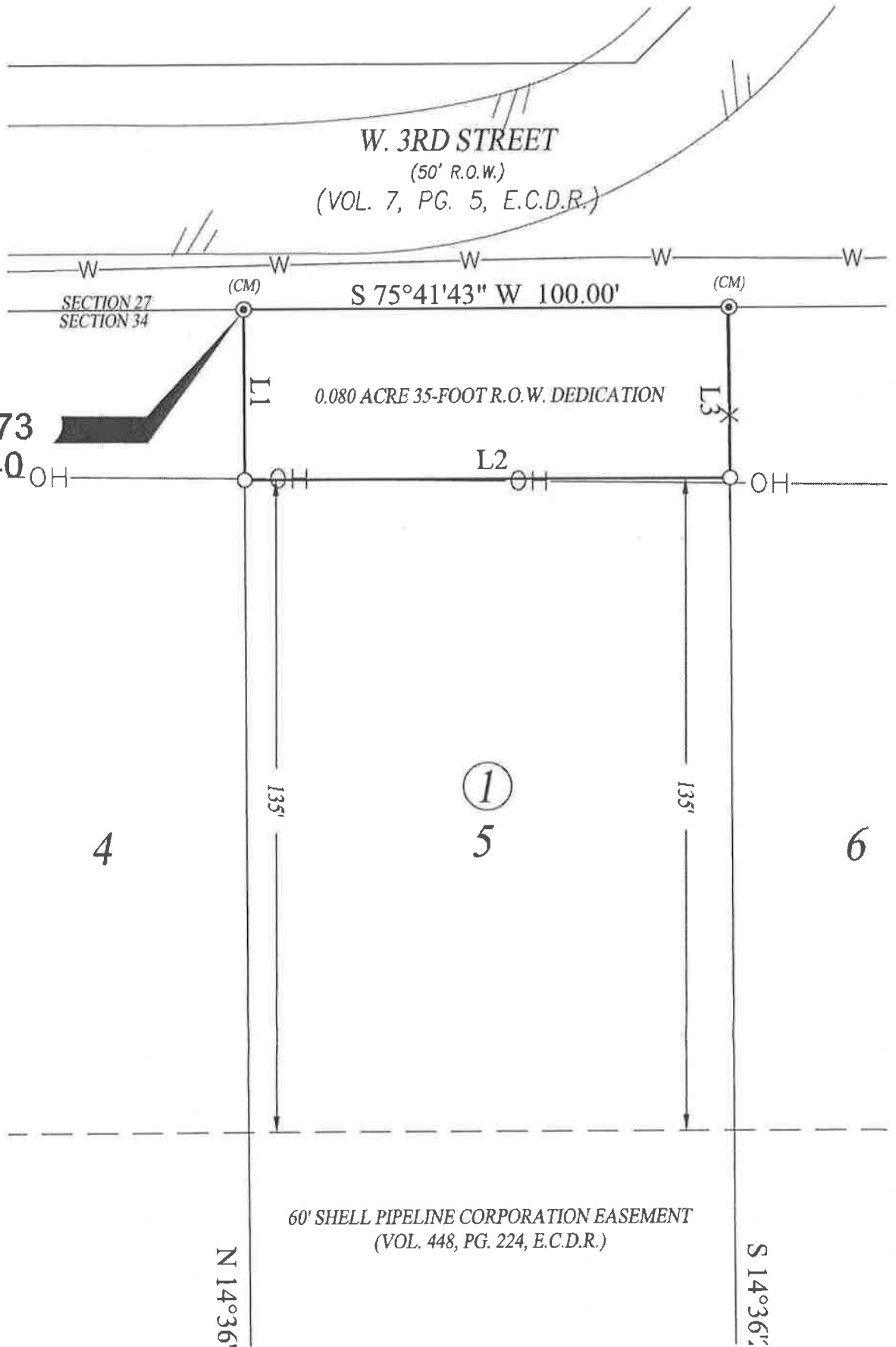
LCA
Randy Anderson

RANDY A. ANDERSON, RPLS 5403
JANUARY 28, 2025
LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 5, BLOCK 1, WACASEY ADDITION
 LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
 RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS



P.O.B.
 Y:10,631,329.73
 X:1,633,084.40

4

①
 5

6

60' SHELL PIPELINE CORPORATION EASEMENT
 (VOL. 448, PG. 224, E.C.D.R.)

N 14°36'

S 14°36'



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Janette Anchondo Favela (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 18, Block 1, Wacasey Addition, City of _____, County of Ector, Texas, known as Northern 35 ft across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 3,600
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____

C. Sales Price (Sum of A and B) \$ 3,600

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ _____ as earnest money and \$ _____ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**
- 6. TITLE POLICY AND SURVEY:**
- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller JF _____

TREC NO. 9-17

(Address of Property)

- required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
 - (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
 - (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
 - (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
 - (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
 - (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
- (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the Issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

(Address of Property)

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
- 18. ESCROW:**
- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street _____

Odessa, Texas 79761 Attn: John Henderson _____

Phone: (432) 498-4000 _____

E-mail/Fax: john.henderson@ectorcountytexas.gov _____

E-mail/Fax: _____

With a copy to Buyer's agent at: _____

To Seller at: 310 Horton Ave _____

Odessa Texas _____

Phone: (361) 703-6725 _____

E-mail/Fax: Deliaarchpnl0123@gmail.com _____

E-mail/Fax: _____

With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum containing Notice of Obligation to Pay Improvement District Assessment

- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Addendum for Section 1031 Exchange
- Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Janette
Seller _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



Personal Service, Today and Tomorrow

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 18, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34, BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 18, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,650.94' & X= 1,634,344.11') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 18, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 17, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF A 5-ACRE TRACT TO BPBK LLC IN DOCUMENT NO. 2024-00003103, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY,

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 18, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 18, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 18, SAME BEING THE WEST LINE OF LOT 19, OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF A 5 ACRE TRACT TO KARMINE LOZANO HERNANDEZ & YURIKA CHAVEZ RECORDED IN DOCUMENT NO. 2020-10225, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 18, AND BEING THE NORTHWEST CORNER OF SAID LOT 19;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 18, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA

Randy Anderson
RANDY A. ANDERSON, RPLS 5403

JANUARY 28, 2025

LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



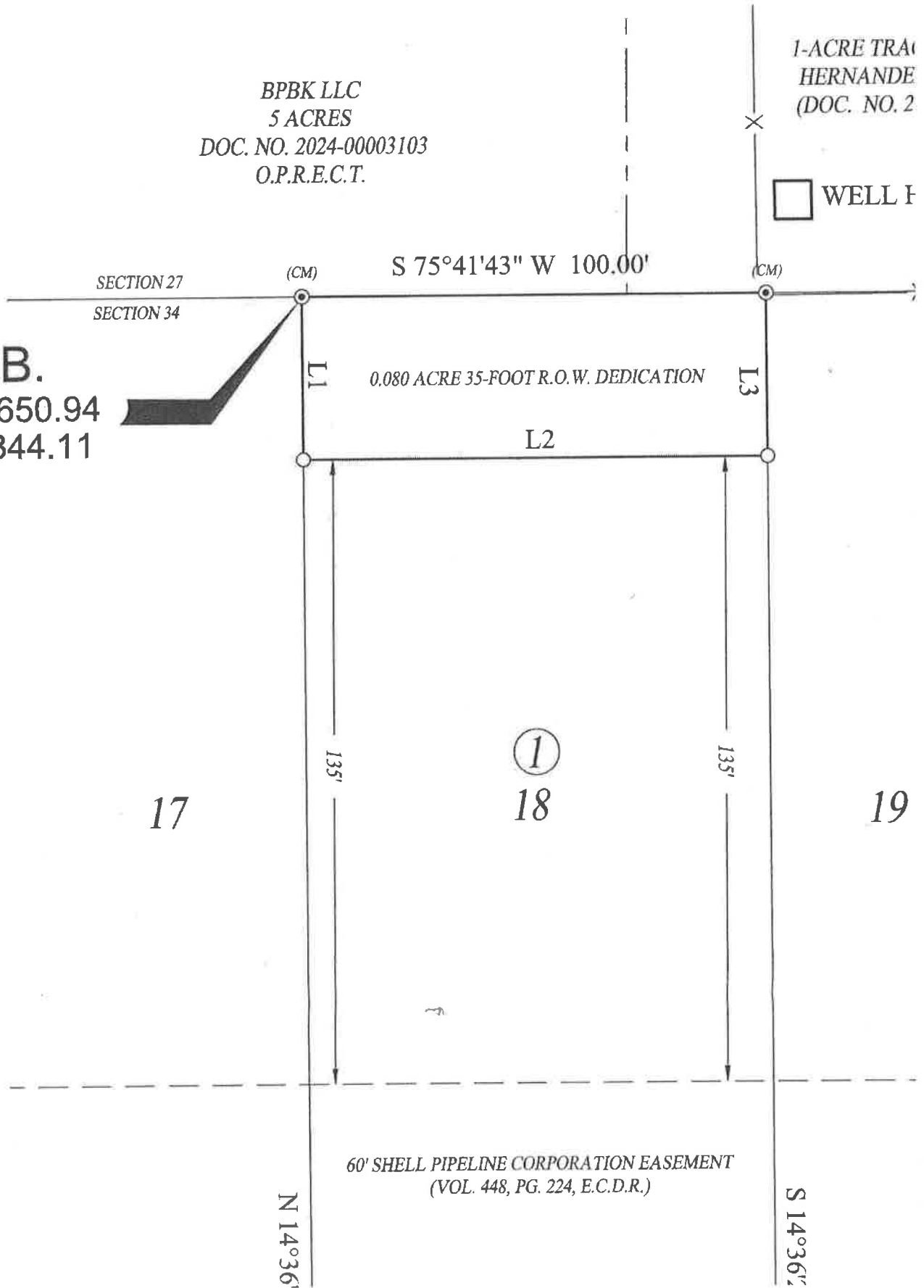
W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 18, BLOCK 1, WACASEY ADDITION
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORD

BPBK LLC
5 ACRES
DOC. NO. 2024-00003103
O.P.R.E.C.T.

1-ACRE TRACT
HERNANDEZ
(DOC. NO. 2)

□ WELL F

P.O.B.
Y:10,631,650.94
X:1,634,344.11





UNIMPROVED PROPERTY CONTRACT
 NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Karen Edith Magallanes Conteras (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 11 & 12, Block 1, Addition, Wacasey, City of _____, County of Ector, Texas, known as Northern 35 ft. across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 7,200
 The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____

C. Sales Price (Sum of A and B) \$ 7,200

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 7,200

as earnest money and \$ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller K.M.

TREC NO. 9-17

(Address of Property)

- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: _____

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller K.H.

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required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

- 10. POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- 11. SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. **FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
 Odessa, Texas 79761 Attn: John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytx.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: 1065 N Avenue G
 Odessa, Texas 79763
 Phone: 505 436-4724
 E-mail/Fax: magallanes.karen35@gmail.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum containing Notice of Obligation to Pay Improvement District Assessment
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Addendum for Section 1031 Exchange
- Other (list): _____

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

Seller's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Karen Magallanes
Seller

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 11, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 11, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,477.98' & X= 1,633,665.80') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 11, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 10, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF A 5-ACRE TRACT TO JOSE BANUELO RECORDED IN VOLUME 1418, PAGE 985, OF THE ECTOR COUNTY DEED RECORDS

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 11, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 11, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 11, SAME BEING THE WEST LINE OF LOT 12 OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF THE SAID 5-ACRE TRACT TO JOSE BANUELO RECORDED IN VOLUME 1418, PAGE 985, OF THE ECTOR COUNTY DEED RECORDS AT THE NORTHEAST CORNER OF SAID LOT 11, AND BEING THE NORTHWEST CORNER OF SAID LOT 12;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 11, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA
Randy Anderson
 RANDY A. ANDERSON, RPLS 5403
 JANUARY 28, 2025

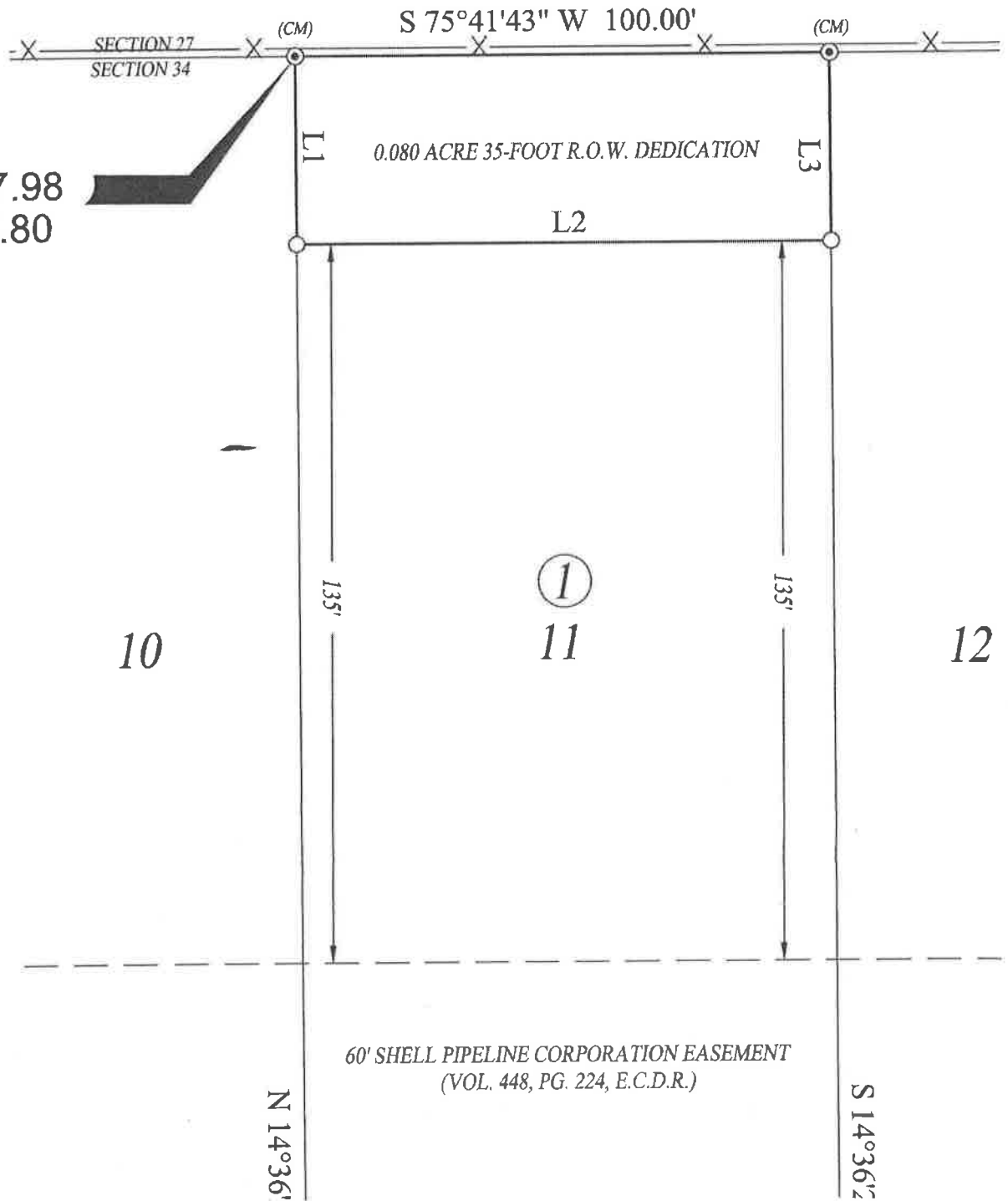


LCA PROJECT NO. 2024-061
 EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION

W. 3RD STREET RIGHT OF WAY DEDICATION EXH.
 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 11, BLOCK 1, WACASEY ADDITION
 LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
 RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS

5-ACRE TRACT
 JOSE' BANUELO
 VOL. 1418, PG 985,
 E.C.D.R.

P.O.B.
 Y:10,631,477.98
 X:1,633,665.80





Personal Service, Today and Tomorrow

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 12, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 12, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,502.69' & X= 1,633,762.71') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 12, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 11, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF A 5-ACRE TRACT TO JOSE BANUBLO RECORDED IN VOLUME 1418, PAGE 985, OF THE ECTOR COUNTY DEED RECORDS

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 12, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 12, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 12, SAME BEING THE WEST LINE OF LOT 13 OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF THE REMAINDER OF A 10-ACRE TRACT TO LUIS SUAREZ RECORDED IN DOCUMENT NO. 2011-00008820, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 12, AND BEING THE NORTHWEST CORNER OF SAID LOT 13;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 12, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA
Randy Anderson
RANDY A. ANDERSON, RPLS 5403
JANUARY 28, 2025
LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



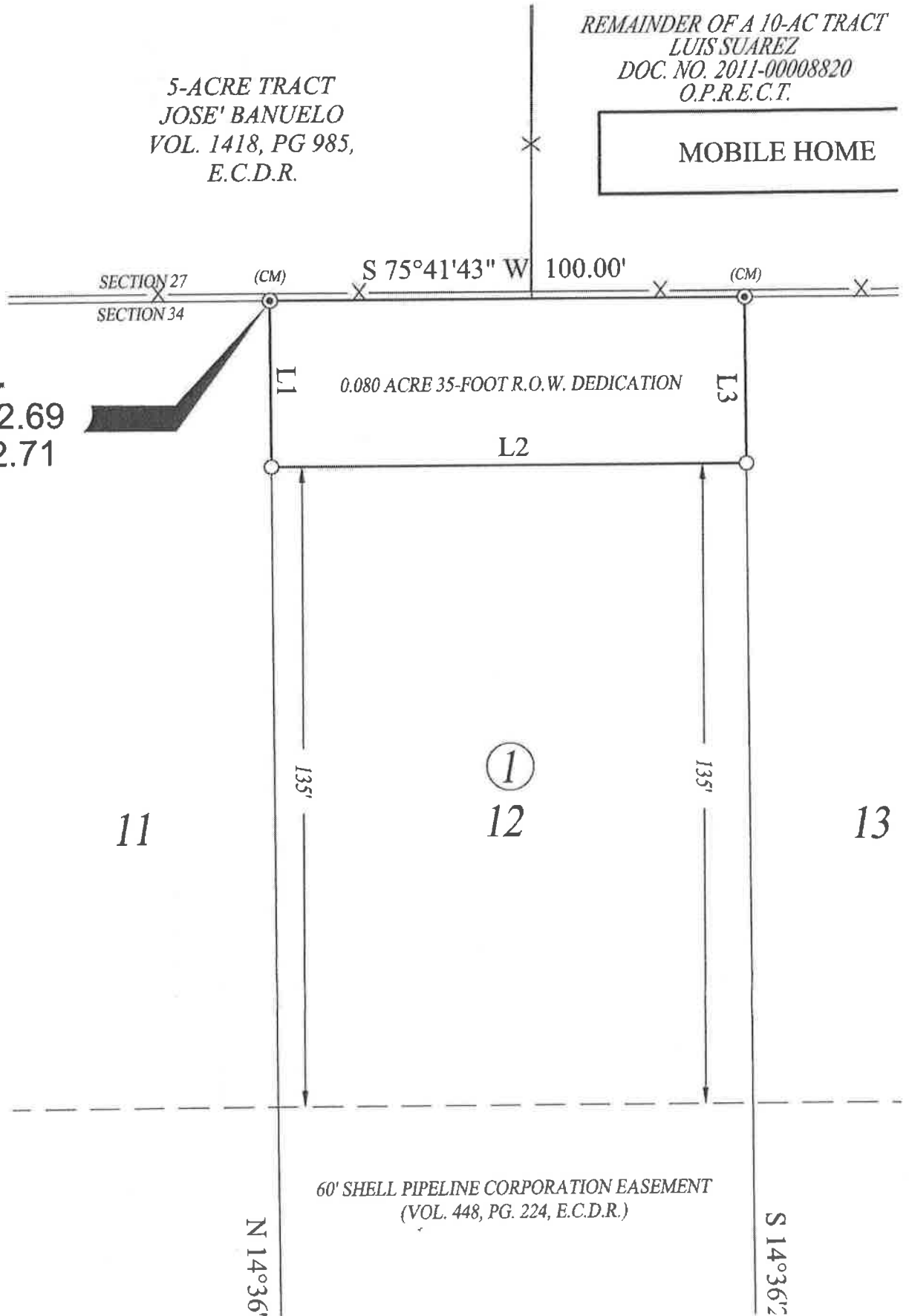
W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 12, BLOCK 1, WACASEY ADDITION
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS

5-ACRE TRACT
JOSE' BANUELO
VOL. 1418, PG 985,
E.C.D.R.

REMAINDER OF A 10-AC TRACT
LUIS SUAREZ
DOC. NO. 2011-00008820
O.P.R.E.C.T.

MOBILE HOME

P.O.B.
Y:10,631,502.69
X:1,633,762.71





UNIMPROVED PROPERTY CONTRACT
 NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Rodrigo Guerra Otero (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 15, Block 1, Wacasey Addition, City of _____, County of Ector Texas, known as Northern 35 ft. across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 3,600
 The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____

C. Sales Price (Sum of A and B) \$ 3,600

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 3,600

as earnest money and \$ _____ as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller RG

TREC NO. 9-17

(Address of Property)

- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.** Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request. **If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.**
- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
Odessa, Texas 79761 Attn:John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytexas.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: Rodrigo Guerrero
910 Tomochic ave
 Phone: (432) 438 8975
 E-mail/Fax: elrado0043@gmail.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

Seller's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer

Rodrigo Guerrero

Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



Personal Service, Today and Tomorrow

ENVIRONMENTAL · CIVIL ENGINEERING · LAND SURVEYING
ENGINEERING FIRM# 001363 · SURVEYING FIRM# 10034300
521 NORTH TEXAS · ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 · FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 15, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 15, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,576.81' & X= 1,634,053.41') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 15, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 14, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF THE REMAINDER OF A 10-ACRE TRACT TO LUIS SUAREZ RECORDED IN DOCUMENT NO. 2011-00008820, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY,

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 15, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 15, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 15, SAME BEING THE WEST LINE OF LOT 16, OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF 5 ACRES TO BPBK LLC RECORDED IN DOCUMENT NO. 2024-00003103, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 15, AND BEING THE NORTHWEST CORNER OF SAID LOT 16;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 15, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA

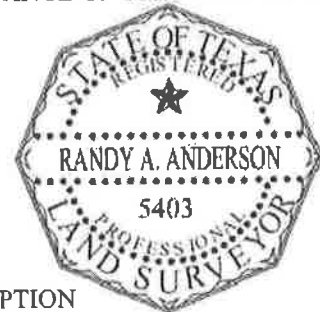
Randy Anderson

RANDY A. ANDERSON, RPLS 5403

JANUARY 28, 2025

LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION

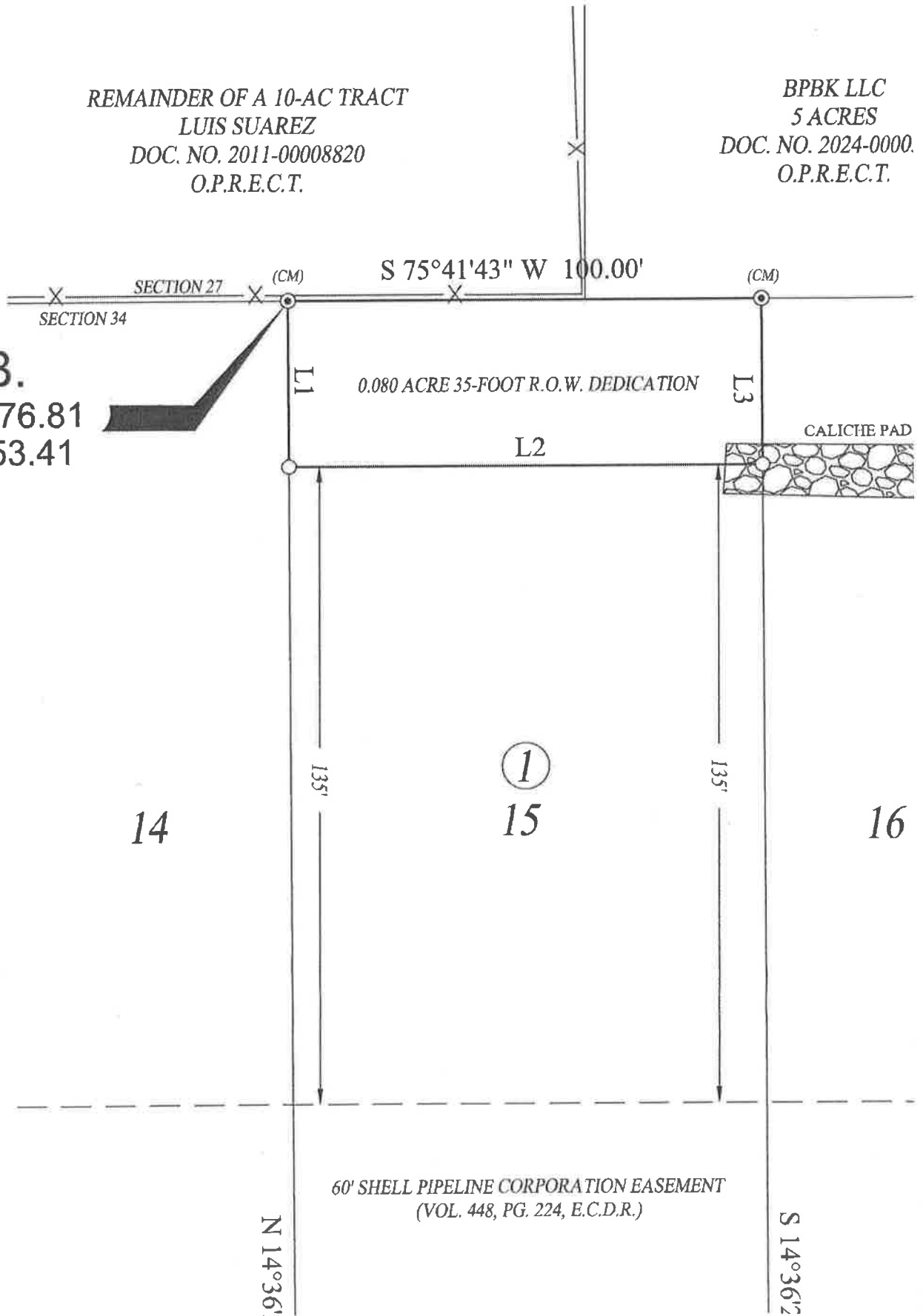


W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 15, BLOCK 1, WACASEY ADDITION
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY, TEXAS
RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS

REMAINDER OF A 10-AC TRACT
LUIS SUAREZ
DOC. NO. 2011-00008820
O.P.R.E.C.T.

BPBK LLC
5 ACRES
DOC. NO. 2024-0000
O.P.R.E.C.T.

P.O.B.
Y:10,631,576.81
X:1,634,053.41





UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Luis Suarez (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block 43,
0.106 Acre 15-foot Strip Of land across the remainder of a 10 acre tract Addition,
City of _____, County of Ector,
Texas, known as 15 feet of the southern border.
(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing\$ 3,879.60
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ _____
- C. Sales Price (Sum of A and B)\$ 3,879.60
- D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 3,879.60 as earnest money and \$ _____ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller LS

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

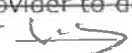
E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller  _____

TREC NO. 9-17

- required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.
NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.
- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.
(Check one box only)
 (1) Buyer accepts the Property As Is.
 (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURE:
 - (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
 - (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
 - (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

- 10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- 11. **SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) Buyer agrees to move existing fence and replace with the same or better quality.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street

To Seller at: 8965 W. Dunn St

Odessa, Texas 79761 Attn: John Henderson

Phone: (432) 498-4000

Phone: 432 880 9057

E-mail/Fax: john.henderson@ectorcountytexas.gov

E-mail/Fax: juis2531@yahoo.com

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum containing Notice of Obligation to Pay Improvement District Assessment
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Addendum for Section 1031 Exchange
- Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer



Seller

Buyer

Seller



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.106 ACRE 15-FOOT STRIP OF LAND
ACROSS THE REMAINDER OF A 10 ACRE TRACT TO LUIS SUAREZ RECORDED
IN DOCUMENT NO. 2011-00008820, O.P.R.E.C.T.
LOCATED IN SECTION 27, BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.106 ACRE 15-FOOT STRIP OF LAND ACROSS THE REMAINDER OF A 10-ACRE TRACT TO LUIS SUAREZ RECORDED IN DOCUMENT NO. 2011-00008820, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY LOCATED IN SECTION 27, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,530.83' & X= 1,633,812.48') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE WEST LINE OF THE SAID SUAREZ TRACT AND BEING IN THE EAST LINE OF A 5 ACRE TRACT TO JOSE BANUELO IN VOLUME 1418, PAGE 985, OF THE ECTOR COUNTY DEED RECORDS;

THENCE SOUTH 14°20'15" EAST WITH THE EAST LINE OF THE SAID SUAREZ TRACT A DISTANCE OF 15.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER ON THE NORTH LINE OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS;

THENCE NORTH 75°41'43" EAST, ALONG SAID NORTH LINE OF WACASEY ADDITION PASSING 1/2 INCH IRON RODS WITH CAP MARKED "LCA ODESSA TX" (CONTROLLING MONUMENTS) AT THE COMMON CORNERS OF LOTS 12,13,14 AND 15, BLOCK 1 OF SAID WACASEY ADDITION AT 44.81' 144.81' 244.81' AND CONTINUING IN ALL 307.50 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR THE SOUTHEAST CORNER OF THIS TRACT AND BEING THE SOUTHEAST CORNER OF THE SAID SUAREZ TRACT SAME BEING THE SOUTHWEST CORNER OF A 5 ACRE TRACT TO BPBK LLC RECORDED IN DOCUMENT NO. 2024-00003103, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY;

THENCE NORTH 14°20'15" WEST, A DISTANCE OF 15.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE NORTHEAST CORNER OF THIS TRACT DESCRIBED;

THENCE SOUTH 75°41'43" WEST A DISTANCE OF 307.50 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.106 ACRES OF LAND.

LCA
Randy Anderson
RANDY A. ANDERSON, RPLS 5403
JANUARY 29, 2025
LCA PROJECT NO. 2024-061

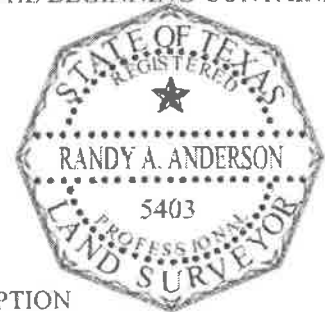


EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



UNIMPROVED PROPERTY CONTRACT
 NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Sonia Jaquez Valenzuela (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 1, Block 1, Addition, Wacasey, City of _____, County of Ector, Texas, known as .326 acre 35 ft strip of land as depicted on exhibit B (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 15,974.
 The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____
- C. Sales Price (Sum of A and B) \$ 15,974
- D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 15,974 as earnest money and \$ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

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(Address of Property)

- B. TERMINATION OPTION: For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. FAILURE TO TIMELY DELIVER EARNEST MONEY: If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. FAILURE TO TIMELY DELIVER OPTION FEE: If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. TIME: **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

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(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

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required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

- 10. POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- 11. SPECIAL PROVISIONS:** (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
 Odessa, Texas 79761 Attn:John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytexas.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: 12880 W Whirlaway
 dr Odessa TX 79763
 Phone: (915) 726 0353
 E-mail/Fax: Larshagos09@gmail.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

Seller's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Sania Jaquez Valenzuela
Seller

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____ % of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.326 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 1, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.326 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 1, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34 BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,206.10' & X= 1,632,599.90') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1, SAME BEING IN THE EAST LINE OF S. TRIPP AVENUE A VARIABLE WIDTH RIGHT OF WAY AS DEDICATED BY SAID WACASEY ADDITION 1ST FIRST FILING AND BEING IN THE SOUTH LINE OF W. 3RD STREET A 50-FOOT RIGHT OF WAY AS SHOWN ON THE RECORDED PLAT OF WEST OVER ESTATES RECORDED IN CABINET 7, PAGE 5, OF THE ECTOR COUNTY PLAT RECORDS.

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 1, AND THE EAST LINE OF SAID S. TRIPP AVENUE A DISTANCE OF 55.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 30°32'38" EAST ALONG A CUTBACK LINE OF THIS TRACT DESCRIBED A DISTANCE OF 28.21 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH LINE OF LOT 1, A DISTANCE OF 380.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 1, SAME BEING THE WEST LINE OF LOT 4, OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

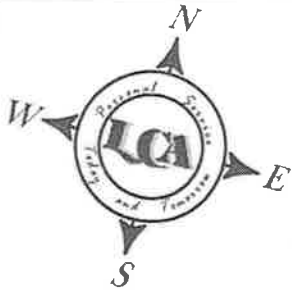
THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF SAID W. 3RD STREET AT THE NORTHEAST CORNER OF SAID LOT 1, AND BEING THE NORTHWEST CORNER OF SAID LOT 4;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 1, DISTANCE OF 400.00 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.326 ACRES OF LAND.

LCA
Randy Anderson
RANDY A. ANDERSON, RPLS 5403
JANUARY 28, 2025
LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION





SCALE : 1" = 50'
ORIGINAL SHEET SIZE 11" X 17"

LEGEND

- FOUND 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
- SET 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
- (CM) CONTROL MONUMENT
- E.C.D.R. ECTOR COUNTY DEED RECORDS
- E.C.P.R. ECTOR COUNTY PLAT RECORDS
- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS ECTOR COUNTY TEXAS
- x— EXISTING FENCE
- OH— EXISTING OVERHEAD ELECTRIC
- EXISTING POWER POLE
- EXISTING GUY ANCHOR
- W— EXISTING WATER LINE AS PER THE ECTOR COUNTY UTILITY GIS SYSTEM
- CB— EXISTING UNDERGROUND CABLE
- ▭ MAIL BOX
- ⊙ EXISTING SIGN
- AT&T CABLE RISER

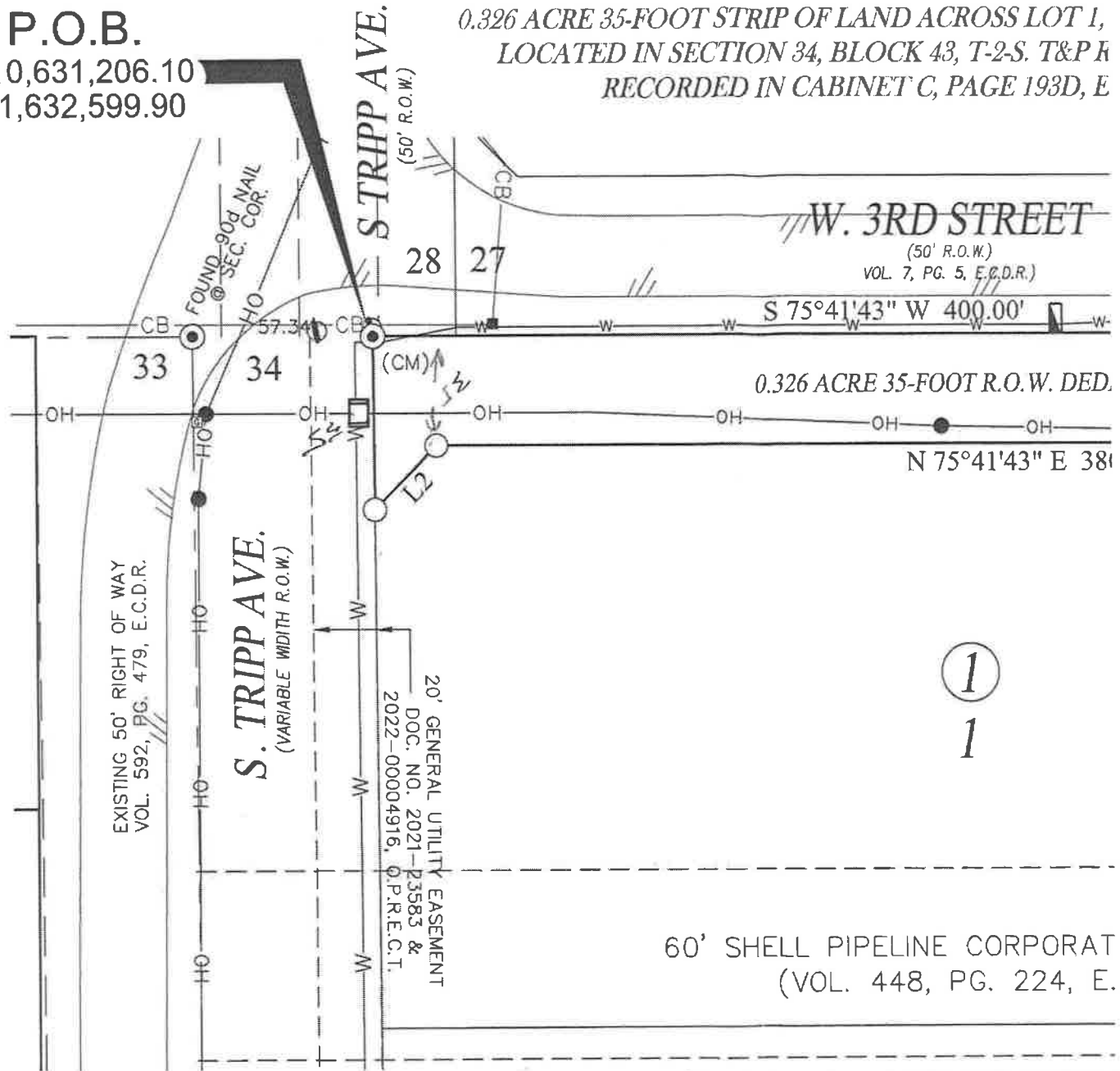
GENERAL NOTES

1. Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Odessa GPS Control monument "OD1H" (Y= 10,632,633.392 and X= 1,652281.707 with a theta angle of -01°04'06" and a combined grid factor of 0.99986394. Elevations are based upon NAVD88.
2. A Companion drawing is filed in the office of LCA of Odessa Tx, that further describes the reconstruction of this survey.

W. 3RD STREET RIGHT OF WAY

0.326 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 1,
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P R
RECORDED IN CABINET C, PAGE 193D, E

P.O.B.
Y:10,631,206.10
X:1,632,599.90



1
1

60' SHELL PIPELINE CORPORAT
(VOL. 448, PG. 224, E.

I Randy A. Anderson hereby certify that from I was made on the ground and this survey plat produced, and it properly represents the facts a prepared in accordance with, and in substar



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Gabriel Serrano Carrasco (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 22, Block 1, Wacasey Addition, City of _____, County of Ector Texas, known as Northern 35 ft across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 4,680
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____

C. Sales Price (Sum of A and B) \$ 4,680

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 4,680 as earnest money and \$ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller GS

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**
- 6. TITLE POLICY AND SURVEY:**
- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- (i) will not be amended or deleted from the title policy; or
 (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller CS

TREC NO. 9-17

(Address of Property)

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

(Address of Property)

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. **FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
Odessa, Texas 79761 Attn:John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytx.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: 901 N Hatfields Ave

 Phone: (432) 582-5325
 E-mail/Fax: Serranogabriel89@gmail.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

Seller's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Seller _____

Gabriel Serrano

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.104 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 22, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.104 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 22, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,750.27' & X= 1,634,733.65') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 22, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 21, OF SAID BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF A 5-ACRE TRACT DESCRIBED AS THIRD TRACT IN THAT DEED OF A 20 ACRE TRACT TO WESTCREST PARK, LLC IN DOCUMENT NO. 2014-00001622, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY,

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 22, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 22, A DISTANCE OF 129.94 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 22, SAME BEING THE WEST LINE OF LOT 13, BLOCK 5, OF SAID ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF THAT OF 10-ACRE TRACT DESCRIBED AS FIRST TRACT IN THAT DEED OF A 20 ACRE TRACT TO WESTCREST PARK, LLC IN DOCUMENT NO. 2014-00001622, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY,

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 22, PASSING THE COMMON CORNER OF THE SAID 5 AND 10 ACRE TRACTS AT 0.52 FEET AND CONTINUING FOR A TOTAL DISTANCE OF 129.94 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.104 ACRES OF LAND.

LCA
Randy Anderson
RANDY A. ANDERSON, RPLS 5403
JANUARY 28, 2025
LCA PROJECT NO. 2024-061

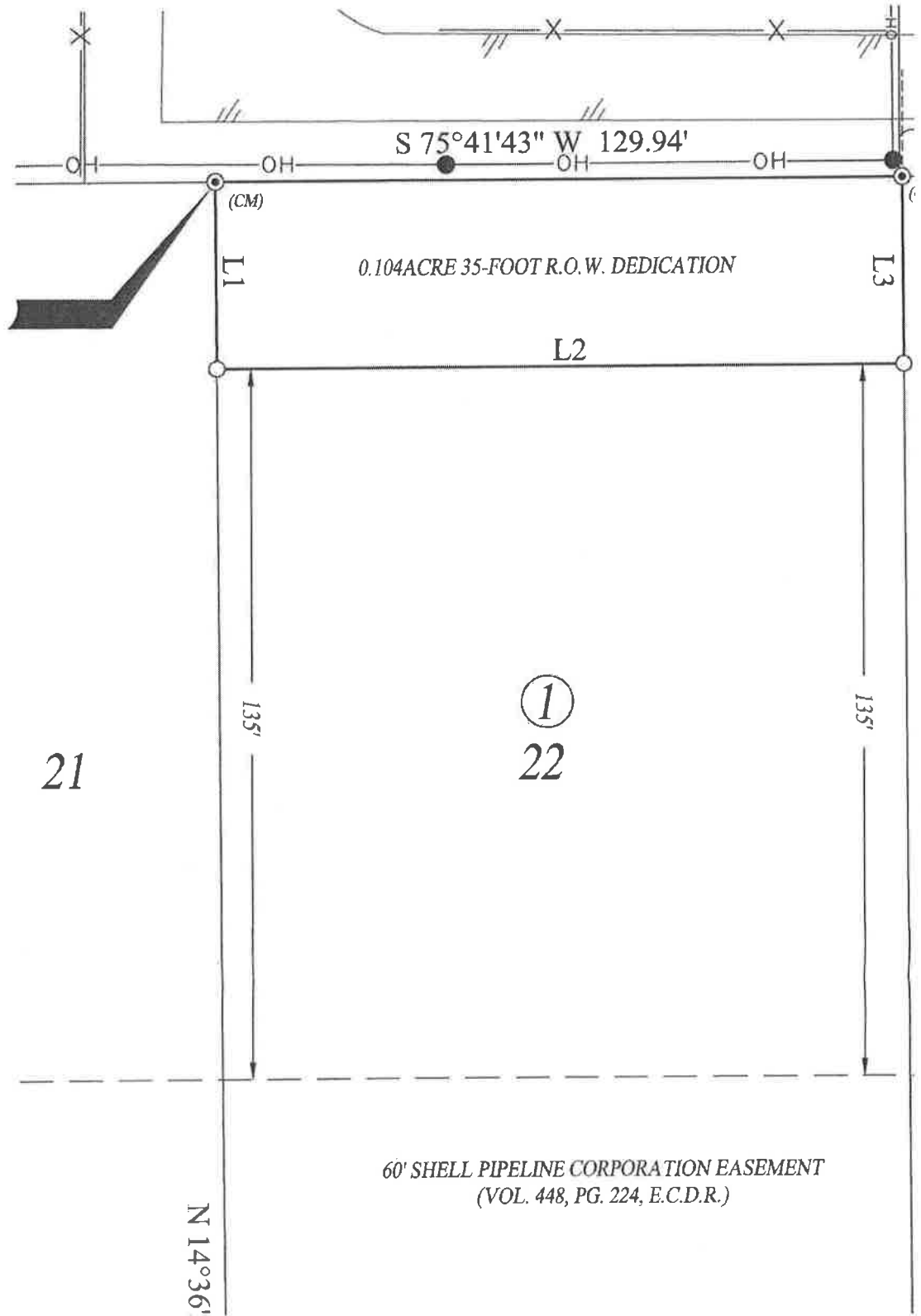
EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
0.104 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 22, BLOCK 1, WACASEY ADDITION
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS

20-ACRE TRACT WESTCREST PARK, LLC
DOC. NO. 2014-00001622 O.P.R.E.C.T.
THIRD TRACT
5.00 ACRES

P.O.B.
Y:10,631,750.27
X:1,634,733.65



0.104 ACRE 35-FOOT R.O.W. DEDICATION

60' SHELL PIPELINE CORPORATION EASEMENT
(VOL. 448, PG. 224, E.C.D.R.)

N 14°36'



UNIMPROVED PROPERTY CONTRACT
 NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Susanna Mendoza (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 19, Block 1, Wacasey Addition, City of _____, County of Ector Texas, known as Northern 35 ft. across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing\$ 3,600
 The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ _____
- C. Sales Price (Sum of A and B)\$ 3,600
- D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 3,600 as earnest money and \$ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller S.M

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Initialed for identification by Buyer _____ and Seller S.M

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller S.M.

TREC NO. 9-17

(Address of Property)

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

- (Check one box only)
- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

- E. SELLER'S DISCLOSURE:
 - (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
 - (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
 - (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

(Address of Property)

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
- (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Seller shall pay the following expenses (Seller's Expenses):

- (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
- (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
- (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.

(2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
Odessa, Texas 79761 Attn:John Henderson
Phone: (432) 498-4000
E-mail/Fax: john.henderson@ectorcountytx.gov
E-mail/Fax: _____
With a copy to Buyer's agent at: _____

To Seller at: 1531 S Knox Odessa
Tx 79763
Phone: (505) 363 6045
E-mail/Fax: SSOUSS99@icloud.com
E-mail/Fax: _____
With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum containing Notice of Obligation to Pay Improvement District Assessment
- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Addendum for Section 1031 Exchange
- Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Phone: () _____
Fax: () _____
E-mail: _____

Seller's Attorney is: _____

Phone: () _____
Fax: () _____
E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer

Seller 

Buyer

Seller 



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



Personal Service, Today and Tomorrow

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 19, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34, BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 19, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,675.65' & X= 1,634,441.01') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 19, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 18, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF A 1-ACRE TRACT TO KARMINE LOZANO HERNANDEZ & YURIKA CHAVEZ IN DOCUMENT NO. 2020-10225, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY,

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 19, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 19, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 19, SAME BEING THE WEST LINE OF LOT 20, OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF SAID 1 ACRE TRACT TO KARMINE LOZANO HERNANDEZ & YURIKA CHAVEZ RECORDED IN DOCUMENT NO. 2020-10225, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 19, AND BEING THE NORTHWEST CORNER OF SAID LOT 20;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 19, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA
Randy Anderson
RANDY A. ANDERSON, RPLS 5403
JANUARY 28, 2025
LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 19, BLOCK 1, WACASEY ADDITION
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS

1-ACRE TRACT KARMINE LOZANO HERNANDEZ
& YURIKA CHAVEZ
(DOC. NO. 2020-10225 O.P.R.E.C.T.)

□ WELL HOUSE

S 75°41'43" W 100.00'

SECTION 27
SECTION 34

(CM)

(CM)

0.080 ACRE 35-FOOT R.O.W. DEDICATION

P.O.B.
Y:10,631,675.65
X:1,634,441.01

L1

L3

L2

135'

135'

18

①

19

20

60' SHELL PIPELINE CORPORATION EASEMENT
(VOL. 448, PG. 224, E.C.D.R.)

N 14°36'

S 14°36'2



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Karime Lozano Hernandez, Yurika Chavez (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot A, Block 43, Acres: 9930, T-2-S Blk 43 Section 27 S. 141 of West 307 of 10 acres, Lot A Addition, City of _____, County of Ector, Texas, known as 15 feet of the Southern Border of the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 3,879.60
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____

C. Sales Price (Sum of A and B) \$ 3,879.60

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 3,879.60

as earnest money and \$ _____ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller KH YC

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**
- 6. TITLE POLICY AND SURVEY:**
- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- (i) will not be amended or deleted from the title policy; or
- (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller KA YC

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required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

(Address of Property)

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.)
 Buyer agrees to relocate the existing fence at the same or better quality that currently exists. Possible Ectival

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Seller shall pay the following expenses (Seller's Expenses):

- (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
- (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
- (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.

(2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.

D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
Odessa, Texas 79761 Attn:John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytx.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: Yurika Chavez / Karime
2505 N. Alexander Ave / Hernandez
 Phone: 432 530-4665-432-22934-35
 E-mail/Fax: ChavezYurika@yahoo.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Karime Hernandez
Seller _____

Buyer _____

Yannika Chavez
Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.106 ACRE 15-FOOT STRIP OF LAND
ACROSS A 1 ACRE TRACT TO LOZANO HERNANDEZ AND YURIKA CHAVEZ
RECORDED IN DOCUMENT NO. 2020-102.25, O.P.R.E.C.T.
LOCATED IN SECTION 27, BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.106 ACRE 15-FOOT STRIP OF LAND ACROSS A 1-ACRE TRACT TO LOZANO HERNANDEZ AND YURIKA CHAVEZ RECORDED IN DOCUMENT NO. 2020-10225, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY LOCATED IN SECTION 27, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,682.82' & X= 1,634,408.41') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE WEST LINE OF THE SAID HERNANDEZ-CHAVEZ 1 ACRE AND BEING IN THE EAST LINE OF 5 ACRE TRACT TO BPBK LLC NO. 2024-00003103, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY;

THENCE SOUTH 14°20'15" EAST WITH THE EAST LINE OF THE SAID BPBK LLC TRACT A DISTANCE OF 15.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER ON THE NORTH LINE OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D OF THE ECTOR COUNTY PLAT RECORDS;

THENCE NORTH 75°41'43" EAST, ALONG SAID NORTH LINE OF WACASEY ADDITION PASSING 1/2 INCH IRON RODS WITH CAP MARKED "LCA ODESSA TX" (CONTROLLING MONUMENTS) AT THE COMMON CORNERS OF LOTS 18,19,20 AND 21, BLOCK 1 OF SAID WACASEY ADDITION AT 29.82' 129.82' 229.82' AND CONTINUING IN ALL 307.04 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR THE SOUTHEAST CORNER OF THIS TRACT AND BEING THE SOUTHWEST CORNER OF A 20 ACRE TRACT TO WESTCREST PARK, LLC RECORDED IN DOCUMENT NO. 2014-00001622, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY;

THENCE NORTH 14°20'15" WEST, A DISTANCE OF 15.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE NORTHEAST CORNER OF THIS TRACT DESCRIBED;

THENCE SOUTH 75°41'43" WEST A DISTANCE OF 307.04 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.106 ACRES OF LAND.

LCA

Randy Anderson
RANDY A. ANDERSON, RPLS 5403

JANUARY 29, 2025

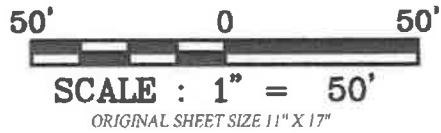
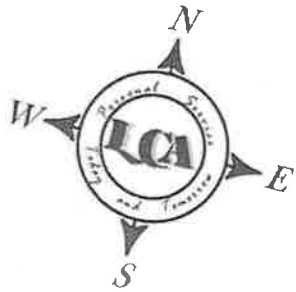
LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



W. 3RD STREET RIGHT OF WAY DEDICATION

0.106 ACRE 15-FOOT STRIP OF LAND ACROSS A 1-ACRE TRACT TO KARMINE LOZA HERNANDEZ & YURIKA CHAVEZ LOCATED IN SECTION 27, BLOCK 43, T-2-S. T&P RR. RECORDED IN DOCUMENT NO. 2004-10225, O.P.R.E.C.T.

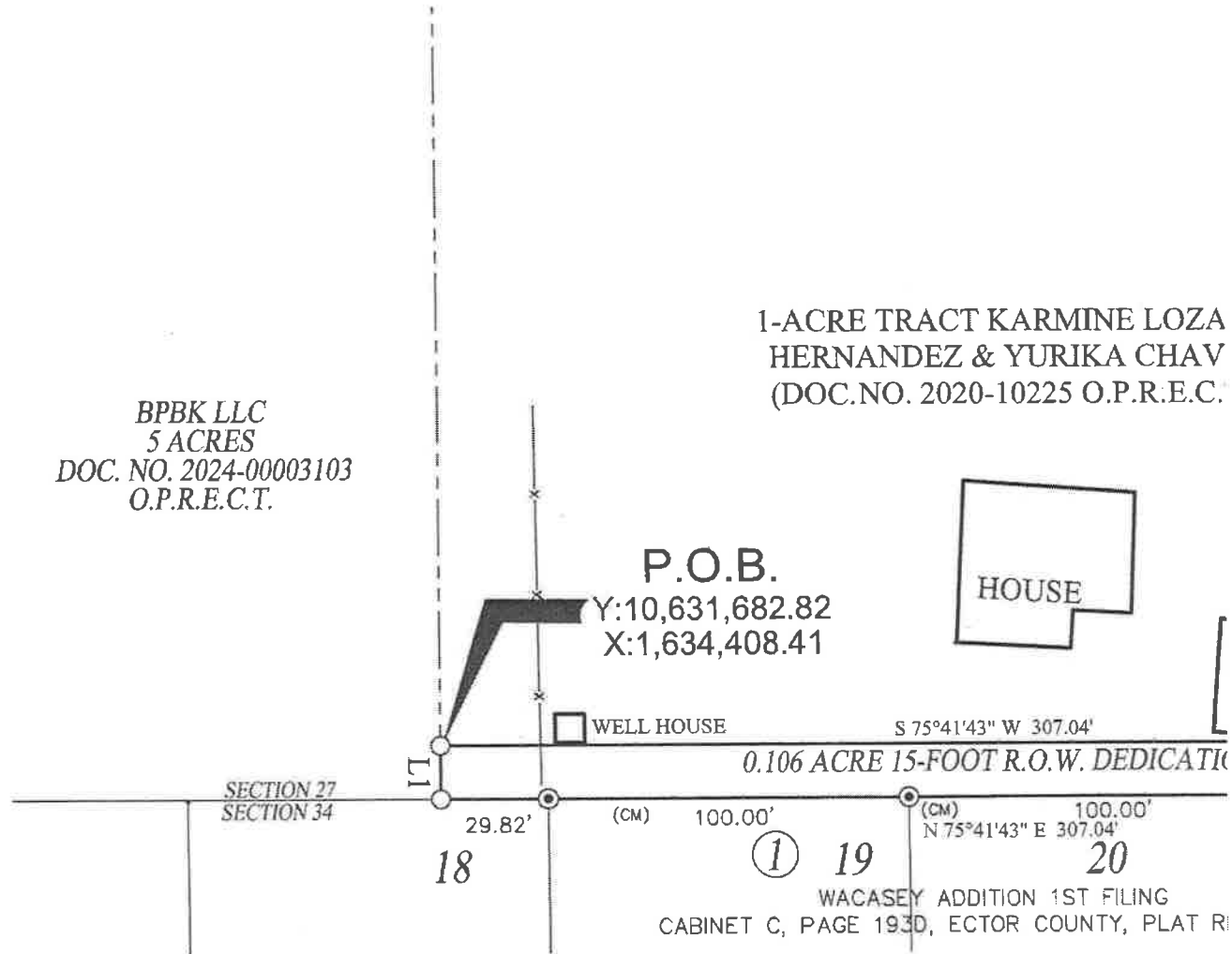


LEGEND

- ⊙ FOUND 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
- SET 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
- CONTROL MONUMENT
- E.C.D.R. ECTOR COUNTY DEED RECORDS
- E.C.P.R. ECTOR COUNTY PLAT RECORDS
- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS ECTOR COUNTY TEXAS
- x EXISTING FENCE
- OH EXISTING OVERHEAD ELECTRIC
- EXISTING POWER POLE
-) EXISTING GUY ANCHOR
- w EXISTING WATER LINE
-) EXISTING GUY ANCHOR

BPBK LLC
5 ACRES
DOC. NO. 2024-00003103
O.P.R.E.C.T.

1-ACRE TRACT KARMINE LOZA HERNANDEZ & YURIKA CHAVEZ (DOC.NO. 2020-10225 O.P.R.E.C.T.)



GENERAL NOTES

- Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Odessa GPS Control monument "OD1H" (Y= 10,632,633.392 and X= 1,652281.707 with a theta angle of -01°04'06" and a combined grid factor of 0.99986394. Elevations are based upon NAVD88.
- A Companion drawing is filed in the office of LCA of Odessa Tx, that further describes the reconstruction of this survey.

I Randy A. Anderson hereby certify that from 1 was made on the ground and this survey plat produced, and it properly represents the facts as prepared in accordance with, and in substai



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Hervey Levario Jr. (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 13 & 14, Block 1, Addition, Wacasey, City of _____, County of Ector, Texas, known as Northern 35 ft. across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing\$ 7,200
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ _____
- C. Sales Price (Sum of A and B)\$ 7,200
- D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 7,200 as earnest money and \$ _____ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller HL

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

(Address of Property)

- required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

(Address of Property)

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Seller shall pay the following expenses (Seller's Expenses):

- (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
- (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
- (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.

(2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
Odessa, Texas 79761 Attn:John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytexas.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: 8226 W Lairy Lane
Odessa, TX 79763
 Phone: (432) 307-5935
 E-mail/Fax: hlpriority@msn.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

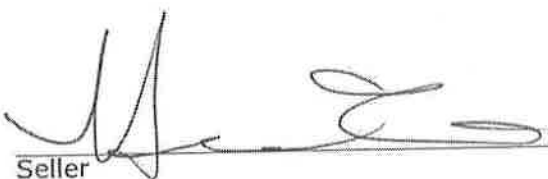
E-mail: _____

E-mail: _____

Initialed for identification by Buyer _____ and Seller H.L.

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Seller  _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



Personal Service, Today and Tomorrow

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 13, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 13, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,527.40' & X= 1,633,859.61") A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 13, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 12, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF THE REMAINDER OF A 10-ACRE TRACT TO LUIS SUAREZ RECORDED IN DOCUMENT NO. 2011-00008820, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY,

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 13, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 13, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 13, SAME BEING THE WEST LINE OF LOT 14 OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF THE REMAINDER OF SAID 10-ACRE TRACT TO LUIS SUAREZ RECORDED IN DOCUMENT NO. 2011-00008820, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 13, AND BEING THE NORTHWEST CORNER OF SAID LOT 14;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 13, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA

Randy Anderson
RANDY A. ANDERSON, RPLS 5403
JANUARY 28, 2025

LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION

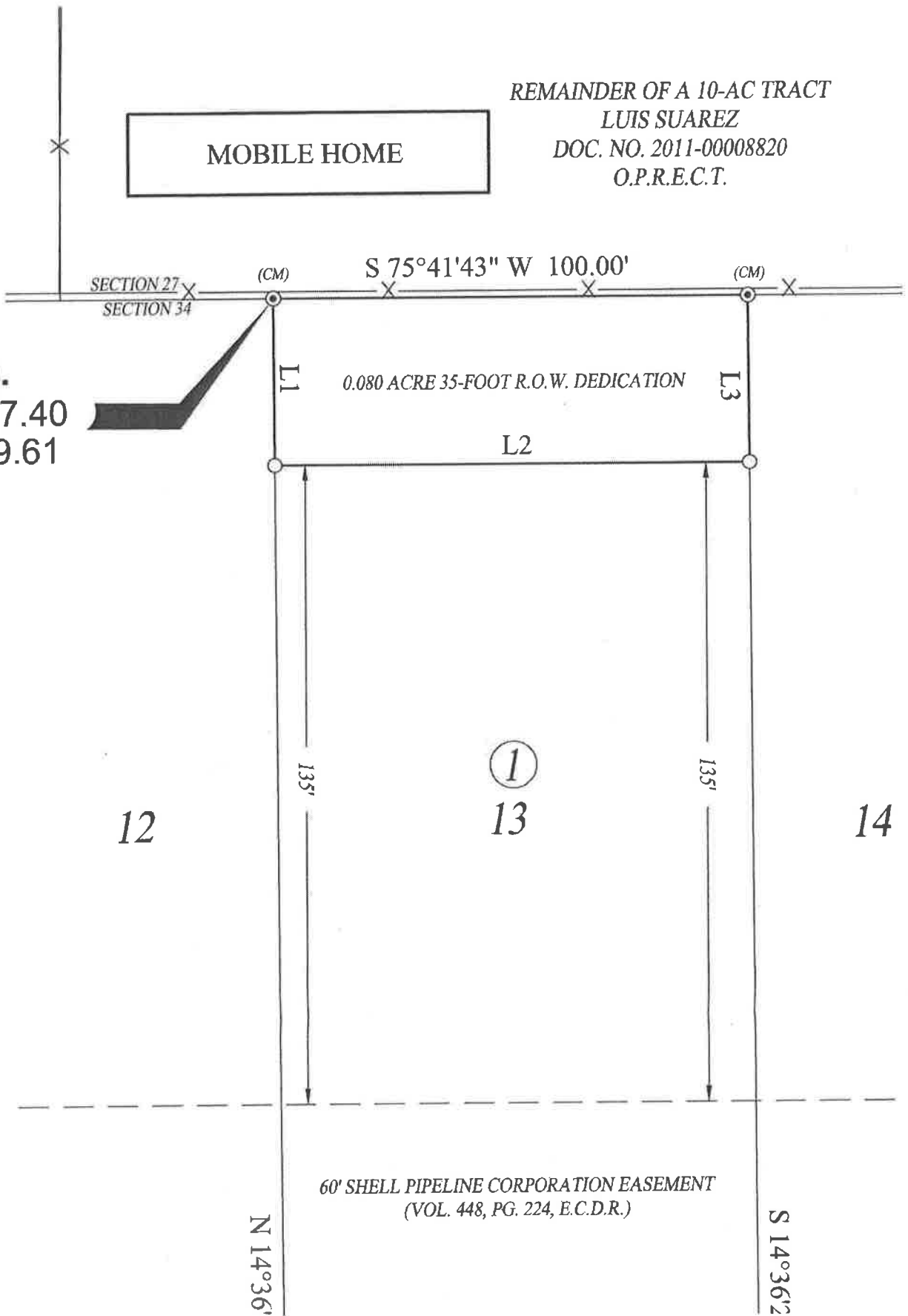


W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 13, BLOCK 1, WACASEY ADDITION
 LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
 RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORD

MOBILE HOME

REMAINDER OF A 10-AC TRACT
 LUIS SUAREZ
 DOC. NO. 2011-00008820
 O.P.R.E.C.T.

P.O.B.
 Y:10,631,527.40
 X:1,633,859.61



60' SHELL PIPELINE CORPORATION EASEMENT
 (VOL. 448, PG. 224, E.C.D.R.)

N 14°36'

S 14°36'2



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

**W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 14, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS**

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 14, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,552.11' & X= 1,633,956.51') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 14, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 13, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF THE REMAINDER OF A 10-ACRE TRACT TO LUIS SUAREZ RECORDED IN DOCUMENT NO. 2011-00008820, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY,

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 14, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 14, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 14, SAME BEING THE WEST LINE OF LOT 15, OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF THE REMAINDER OF SAID 10-ACRE TRACT TO LUIS SUAREZ RECORDED IN DOCUMENT NO. 2011-00008820, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 14, AND BEING THE NORTHWEST CORNER OF SAID LOT 15;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 14, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA
Randy Anderson
RANDY A. ANDERSON, RPLS 5403
JANUARY 28, 2025
LCA PROJECT NO. 2024-061

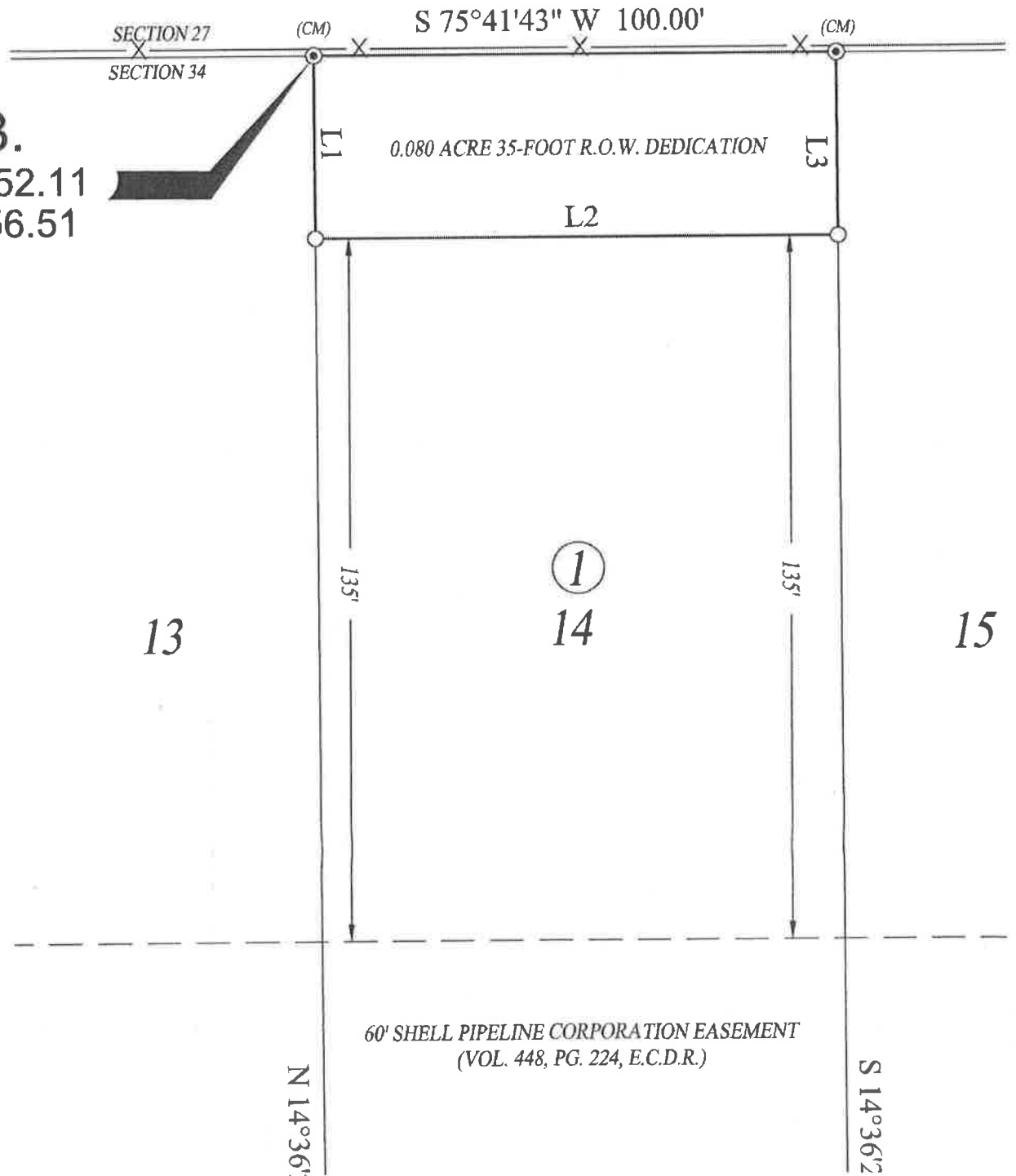
EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 14, BLOCK 1, WACASEY ADDITION
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS

REMAINDER OF A 10-AC TRACT
LUIS SUAREZ
DOC. NO. 2011-00008820
O.P.R.E.C.T.

P.O.B.
Y:10,631,552.11
X:1,633,956.51





UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Ever Vergara (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 17, Block 1, Addition, Wacasey, City of _____, County of Ector, Texas, known as Northern 35 ft. across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 3,600
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____
- C. Sales Price (Sum of A and B) \$ 3,600
- D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 3,600 as earnest money and \$ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller EV

TREC NO. 9-17

- (Address of Property)
- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract _____ (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- (i) will not be amended or deleted from the title policy; or
 (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller EV _____

TREC NO. 9-17

(Address of Property)

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

Initialed for identification by Buyer _____ and Seller fv _____

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. **At closing:**
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. PRORATIONS: Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

14. CASUALTY LOSS: If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

15. DEFAULT: If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

16. MEDIATION: It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

17. ATTORNEY'S FEES: A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

A. ESCROW: The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.

B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.

C. DEMAND: Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.

D. DAMAGES: Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.

E. NOTICES: Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
 Odessa, Texas 79761 Attn: John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytexas.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: 1432 S
 Allegiance Odessa TX 79761
 Phone: (432) 803-7174
 E-mail/Fax: evermodesfo0209@icloud.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

- 22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

- 23. CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

Seller's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Ever Vergara
Seller _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
(Print name(s) only, Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



Personal Service, Today and Tomorrow

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 17, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 17, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,626.23' & X= 1,634,247.21') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 17, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 16, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF 5 ACRES TO BPBK LLC RECORDED IN DOCUMENT NO. 2024-00003103, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY,

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 17, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 17, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 17, SAME BEING THE WEST LINE OF LOT 18, OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF 5 ACRES TO BPBK LLC RECORDED IN DOCUMENT NO. 2024-00003103, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 17, AND BEING THE NORTHWEST CORNER OF SAID LOT 18;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 17, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA
Randy Anderson
RANDY A. ANDERSON, RPLS 5403
JANUARY 28, 2025
LCA PROJECT NO. 2024-061

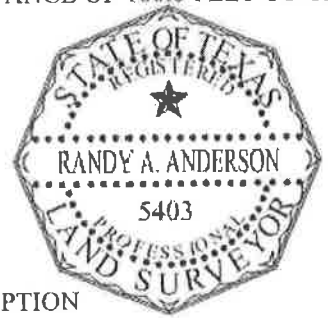
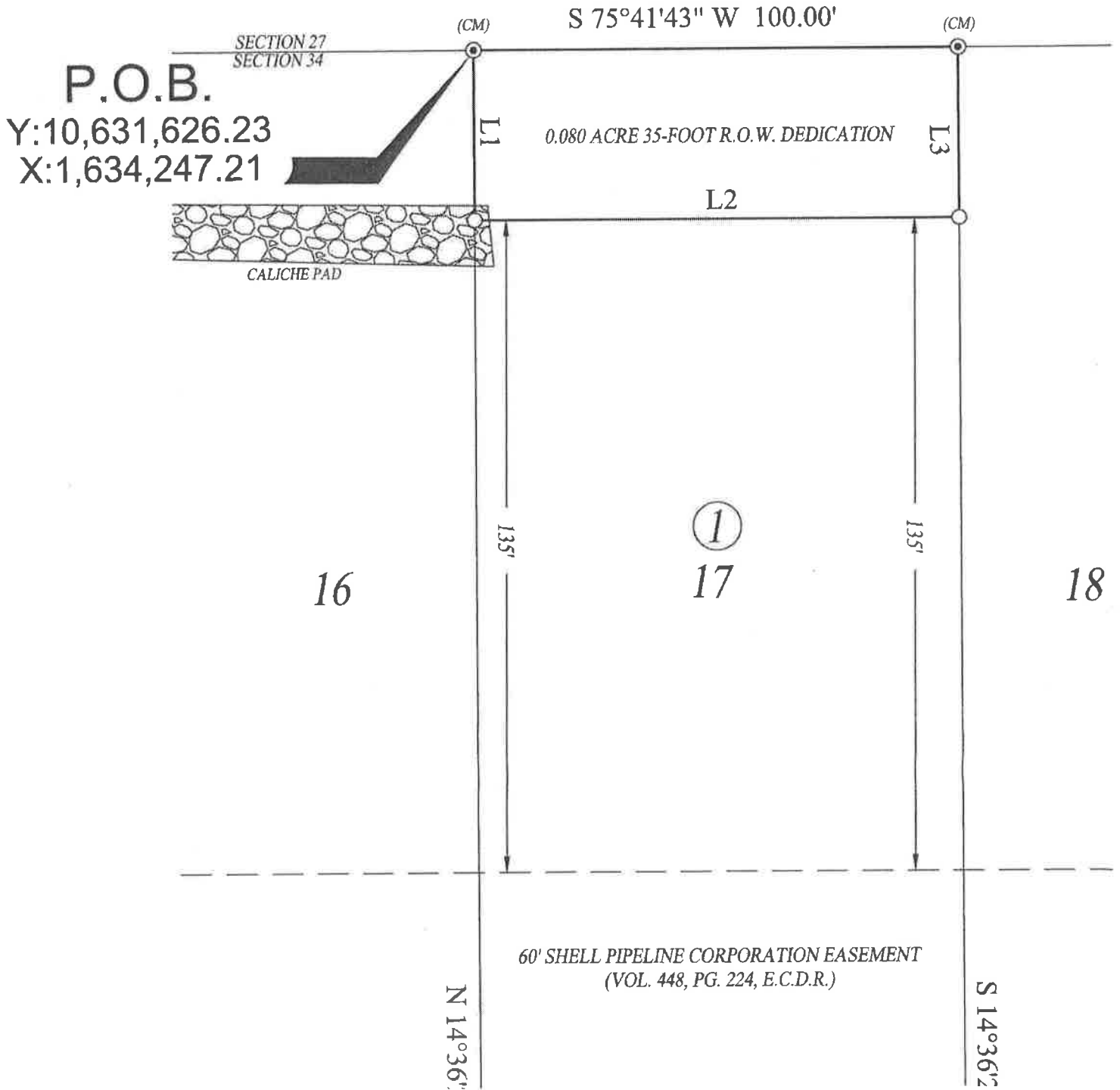


EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION

W. 3RD STREET RIGHT OF WAY DEDICATION EXH.
0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 17, BLOCK 1, WACASEY ADDITION
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS

BPBK LLC
5 ACRES
DOC. NO. 2024-00003103
O.P.R.E.C.T.





UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Jose Banuelos (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot _____, Block _____, Addition, _____, City of _____, County of Ector _____, Texas, known as 15 feet of the southern border of the referenced property as depicted on exhibit B (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing \$ 2,654
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____

C. Sales Price (Sum of A and B) \$ 2,654

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 2,654 as earnest money and \$ _____ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller JB

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

(Address of Property)

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

(Address of Property)

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
- (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
- (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
- (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
- (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) Relocate existing fence at same or better quality.

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
- (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. REPRESENTATIONS: All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL REQUIREMENTS: If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street

To Seller at: 8601 W Dunn

Odessa, Texas 79761 Attn:John Henderson

Phone: (432) 498-4000

Phone: (432) 634-8787

E-mail/Fax: john.henderson@ectorcountytx.gov

E-mail/Fax: josebanuelos8787@gmail.com

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum containing Notice of Obligation to Pay Improvement District Assessment

- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Addendum for Section 1031 Exchange
- Other (list): _____

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

Contract Concerning _____
(Address of Property)

**EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer _____

Joe Barnes
Seller _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



Personal Service Today and Tomorrow

ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.106 ACRE 15-FOOT STRIP OF LAND
ACROSS A 1 ACRE TRACT TO LOZANO HERNANDEZ AND YURIKA CHAVEZ
RECORDED IN DOCUMENT NO. 2020-102.25, O.P.R.E.C.T.
LOCATED IN SECTION 27, BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.106 ACRE 15-FOOT STRIP OF LAND ACROSS A 1-ACRE TRACT TO LOZANO HERNANDEZ AND YURIKA CHAVEZ RECORDED IN DOCUMENT NO. 2020-10225, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY LOCATED IN SECTION 27, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,682.82' & X= 1,634,408.41') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE WEST LINE OF THE SAID HERNANDEZ-CHAVEZ 1 ACRE AND BEING IN THE EAST LINE OF 5 ACRE TRACT TO BPBK LLC NO. 2024-00003103, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY;

THENCE SOUTH 14°20'15" EAST WITH THE EAST LINE OF THE SAID BPBK LLC TRACT A DISTANCE OF 15.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER ON THE NORTH LINE OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D OF THE ECTOR COUNTY PLAT RECORDS;

THENCE NORTH 75°41'43" EAST, ALONG SAID NORTH LINE OF WACASEY ADDITION PASSING 1/2 INCH IRON RODS WITH CAP MARKED "LCA ODESSA TX" (CONTROLLING MONUMENTS) AT THE COMMON CORNERS OF LOTS 18,19,20 AND 21, BLOCK 1 OF SAID WACASEY ADDITION AT 29.82' 129.82' 229.82' AND CONTINUING IN ALL 307.04 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR THE SOUTHEAST CORNER OF THIS TRACT AND BEING THE SOUTHWEST CORNER OF A 20 ACRE TRACT TO WESTCREST PARK, LLC RECORDED IN DOCUMENT NO. 2014-00001622, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY;

THENCE NORTH 14°20'15" WEST, A DISTANCE OF 15.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET AT THE NORTHEAST CORNER OF THIS TRACT DESCRIBED;

THENCE SOUTH 75°41'43" WEST A DISTANCE OF 307.04 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.106 ACRES OF LAND.

LCA

Randy Anderson
RANDY A. ANDERSON, RPLS 5403

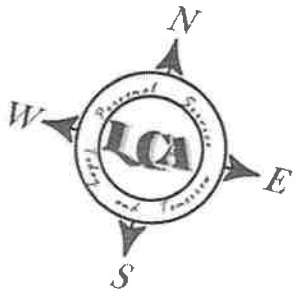
JANUARY 29, 2025

LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



W. 3RD STREET RIGHT OF WAY DEDICATION
 0.106 ACRE 15-FOOT STRIP OF LAND ACROSS A 1-ACRE TRACT TO KARMINE LOZA HERNANDEZ & YURIKA CHAVEZ LOCATED IN SECTION 27, BLOCK 43, T-2-S. T&P RR.
 RECORDED IN DOCUMENT NO. 2004-10225, O.P.R.E.C.T.



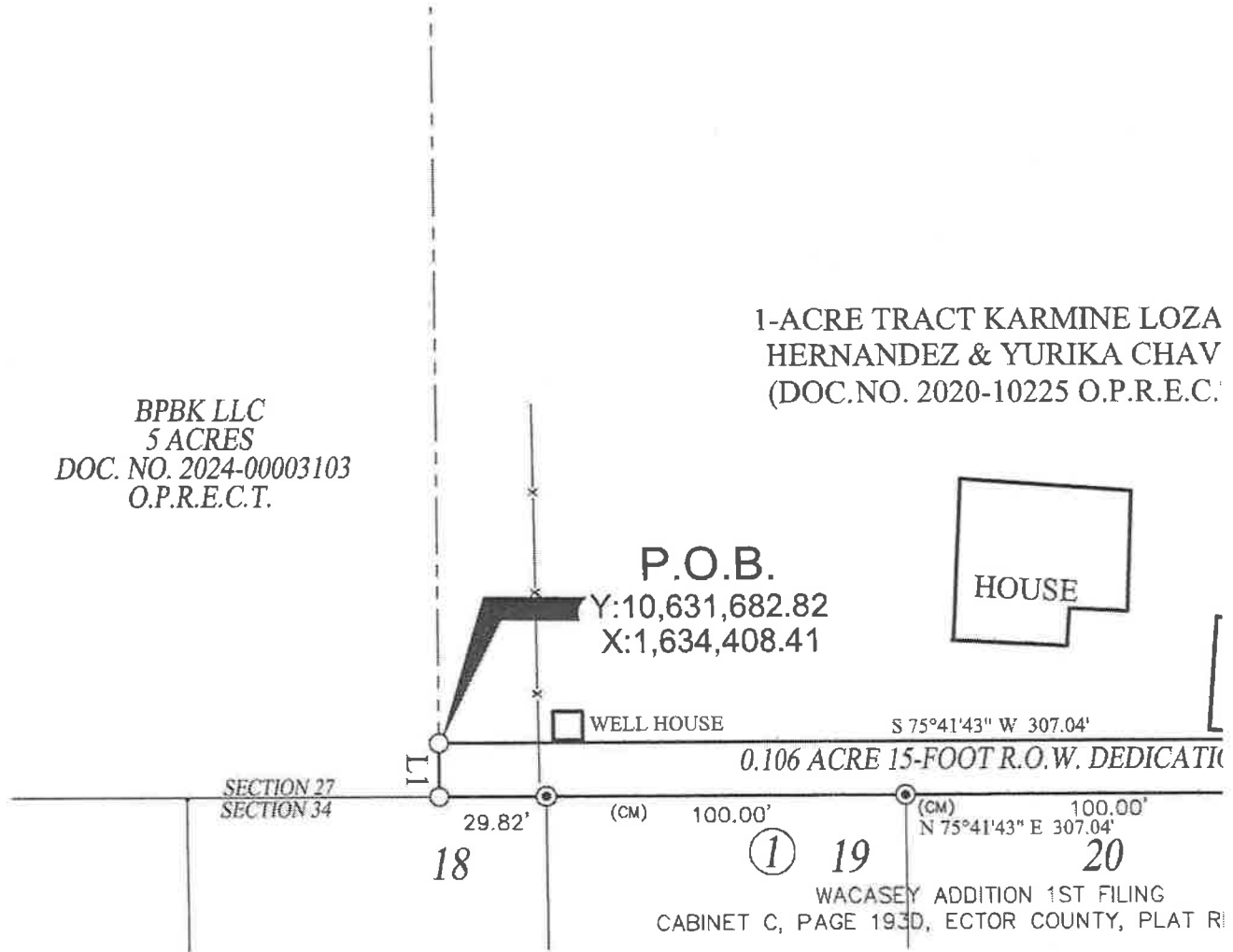
50' 0 50'
SCALE : 1" = 50'
 ORIGINAL SHEET SIZE 11" X 17"

LEGEND

- ⊙ FOUND 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
- SET 1/2" I.R. W/CAP "LCA ODESSA TX" UNLESS OTHERWISE NOTED
- CONTROL MONUMENT
- E.C.D.R. ECTOR COUNTY DEED RECORDS
- E.C.P.R. ECTOR COUNTY PLAT RECORDS
- O.P.R.E.C.T. OFFICIAL PUBLIC RECORDS ECTOR COUNTY TEXAS
- x— EXISTING FENCE
- OH— EXISTING OVERHEAD ELECTRIC
- EXISTING POWER POLE
-) EXISTING GUY ANCHOR
- w— EXISTING WATER LINE
-) EXISTING GUY ANCHOR

BPBK LLC
 5 ACRES
 DOC. NO. 2024-00003103
 O.P.R.E.C.T.

1-ACRE TRACT KARMINE LOZA HERNANDEZ & YURIKA CHAVEZ
 (DOC.NO. 2020-10225 O.P.R.E.C.T.)



GENERAL NOTES

- Bearings, distances and coordinates are relative to the Texas Coordinate System, 1983 NAD, Central Zone, based on the City of Odessa GPS Control monument "OD1H" (Y= 10,632,633.392 and X= 1,652,281.707 with a theta angle of -01°04'06" and a combined grid factor of 0.99986394. Elevations are based upon NAVD88.
- A Companion drawing is filed in the office of LCA of Odessa Tx, that further describes the reconstruction of this survey.

I Randy A. Anderson hereby certify that from 1 was made on the ground and this survey plat produced, and it properly represents the facts prepared in accordance with, and in subst



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are BPBK, LLC, an Indiana limited liability Co. (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 16, Block 1, Wacasey Addition, City of _____, County of Ector, Texas, known as Northern 35 ft. across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

A. Cash portion of Sales Price payable by Buyer at closing\$ 3,600
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.

B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ _____

C. Sales Price (Sum of A and B)\$ 3,600

D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.

B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:

(1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.

(2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 3,600

as earnest money and \$ _____ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.

(1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.

(2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.

(4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller WD

TREC NO. 9-17

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
 - (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
 - (i) will not be amended or deleted from the title policy; or
 - (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
 - (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
 - (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
 - (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
 - (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: _____.

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

- (1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.
- (2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

Initialed for identification by Buyer _____ and Seller WD _____

TREC NO. 9-17

(Address of Property)

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

(Address of Property)

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursal of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

20. **FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street

To Seller at: 7606 S Young Rd, La Porte, IN 46350

Odessa, Texas 79761 Attn:John Henderson

Phone: (432) 498-4000

Phone: (216) 363-2482

E-mail/Fax: john.henderson@ectorcountytx.gov

E-mail/Fax: bill@ivywood.co

E-mail/Fax: _____

E-mail/Fax: _____

With a copy to Buyer's agent at: _____

With a copy to Seller's agent at: _____

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- Third Party Financing Addendum
- Seller Financing Addendum
- Addendum for Property Subject to Mandatory Membership in a Property Owners Association
- Buyer's Temporary Residential Lease
- Seller's Temporary Residential Lease
- Addendum for Reservation of Oil, Gas and Other Minerals
- Addendum for "Back-Up" Contract
- Addendum Concerning Right to Terminate Due to Lender's Appraisal
- Addendum containing Notice of Obligation to Pay Improvement District Assessment

- Addendum for Coastal Area Property
- Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum
- Addendum for Property Located Seaward of the Gulf Intracoastal Waterway
- Addendum for Sale of Other Property by Buyer
- Addendum for Property in a Propane Gas System Service Area
- Addendum for Section 1031 Exchange
- Other (list): _____

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

Seller's Attorney is: _____

Phone: () _____

Phone: () _____

Fax: () _____

Fax: () _____

E-mail: _____

E-mail: _____

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

William R Dankert IV
Seller _____

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an Intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____
Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____
Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____
Address _____ Phone _____
City _____ State _____ Zip _____ Fax _____



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W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 16, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 16, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,601.52' & X= 1,634,150.31') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 16, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 15, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF 5 ACRES TO BPBK LLC RECORDED IN DOCUMENT NO. 2024-00003103, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY,

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 16, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 16, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 16, SAME BEING THE WEST LINE OF LOT 17, OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF SAID 5 ACRES TO BPBK LLC RECORDED IN DOCUMENT NO. 2024-00003103, OF THE OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY, AT THE NORTHEAST CORNER OF SAID LOT 16, AND BEING THE NORTHWEST CORNER OF SAID LOT 17;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 16, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

LCA

RANDY A. ANDERSON, RPLS 5403

JANUARY 28, 2025

LCA PROJECT NO. 2024-061

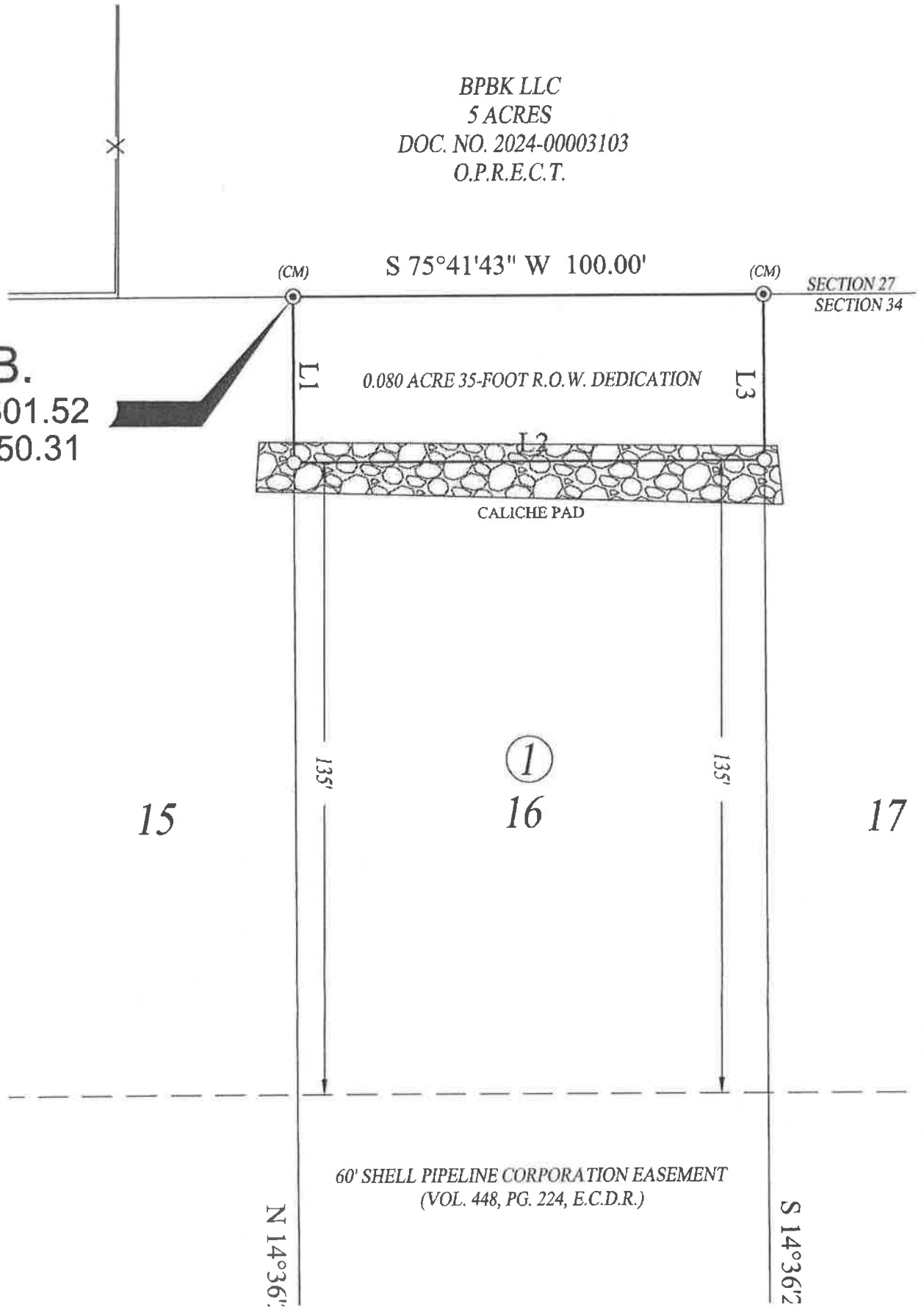
EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 16, BLOCK 1, WACASEY ADDITION
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY, TEXAS
RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORDS

BPBK LLC
5 ACRES
DOC. NO. 2024-00003103
O.P.R.E.C.T.

P.O.B.
Y:10,631,601.52
X:1,634,150.31





UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Erasmio Antonio Quezada Miranda (Seller) and Ector County, Texas (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot 10, Block 1, Wacasey Addition, City of _____, County of Ector, Texas, known as Northern 35 ft. across the referenced property (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto (Property).

RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 3,600
The term "Cash portion of the Sales Price" does not include proceeds from borrowing of any kind or selling other real property except as disclosed in this contract.
- B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum \$ _____
- C. Sales Price (Sum of A and B) \$ 3,600
- D. The Sales Price will will not be adjusted based on the survey required by Paragraph 6C. If the Sales Price is adjusted, the Sales Price will be adjusted based on the difference between _____ acres and the acreage set forth in the survey required by Paragraph 6C. The difference in acreage (either increased or decreased) shall be multiplied by the sum of \$ _____ per acre and either added to or subtracted from the Sales Price stated in Paragraph 3C. If the Sales Price is adjusted by more than 10%, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is 10% or less, the adjustment will be made to the amount in 3A 3B proportionately to 3A and 3B.

4. LEASES:

- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. NATURAL RESOURCE LEASES: "Natural Resource Lease" means an existing oil and gas, mineral, geothermal, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller is is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
 - (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
 - (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.

5. EARNEST MONEY AND TERMINATION OPTION:

- A. DELIVERY OF EARNEST MONEY AND OPTION FEE: Within 3 days after the Effective Date, Buyer must deliver to Ector County Abstract (Escrow Agent) at _____ (address): \$ 3,600 as earnest money and \$ 0 as the Option Fee. The earnest money and Option Fee shall be made payable to Escrow Agent and may be paid separately or combined in a single payment.
 - (1) Buyer shall deliver additional earnest money of \$ _____ to Escrow Agent within _____ days after the Effective Date of this contract.
 - (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
 - (3) The amount(s) Escrow Agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
 - (4) Buyer authorizes Escrow Agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases Escrow Agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.

Initialed for identification by Buyer _____ and Seller E.O.

(Address of Property)

- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within _____ days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and Escrow Agent shall release any Option Fee remaining with Escrow Agent to Seller; and (ii) any earnest money will be refunded to Buyer.
- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

6. TITLE POLICY AND SURVEY:

- A. **TITLE POLICY:** Seller shall furnish to Buyer at Seller's Buyer's expense an owner's policy of title insurance (Title Policy) issued by Ector County Abstract (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- (i) will not be amended or deleted from the title policy; or
 (ii) will be amended to read, "shortages in area" at the expense of Buyer Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit or Declaration promulgated by the Texas Department of Insurance (T-47 Affidavit or T-47.1 Declaration). Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date if Seller fails to furnish within the time prescribed both the: (i) existing survey; and (ii) affidavit or declaration. If the Title Company or Buyer's lender does not accept the existing survey, or the affidavit or declaration, Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 3 days after the Effective Date of this contract, Buyer may obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier. If Buyer fails to obtain the survey, Buyer may not terminate the contract under Paragraph 2B of the Third Party Financing Addendum because the survey was not obtained.
- (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

(Address of Property)

Buyer must object the earlier of (i) the Closing Date or (ii) 5 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. If Buyer does not terminate within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) **ABSTRACT OR TITLE POLICY:** Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) **MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S):** The Property is is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be

required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

- (7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller must give Buyer written notice as required by §5.014, Property Code. An addendum containing the required notice shall be attached to this contract.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property is is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- (12) REQUIRED NOTICES: The following notices have been given or are attached to this contract (for example, utility, water, drainage, and public improvement districts): _____

Seller's failure to provide applicable statutory notices may provide Buyer with remedies or rights to terminate the contract.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- (1) Buyer accepts the Property As Is.
- (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

C. COMPLETION OF REPAIRS AND TREATMENTS: Unless otherwise agreed in writing, Seller shall complete all agreed repairs and treatments prior to the Closing Date and obtain any required permits. The repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. Seller shall: (i) provide Buyer with copies of documentation from the repair person(s) showing the scope of work and payment for the work completed; and (ii) at Seller's expense, arrange for the transfer of any transferable warranties with respect to the repairs and treatments to Buyer at closing. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.

D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. SELLER'S DISCLOSURE:

- (1) Seller is is not aware of any flooding of the Property which has had a material adverse effect on the use of the Property.
- (2) Seller is is not aware of any pending or threatened litigation, condemnation, or special assessment affecting the Property.
- (3) Seller is is not aware of any environmental hazards that materially and adversely affect the Property.

- (4) Seller is is not aware of any dumpsite, landfill, or underground tanks or containers now or previously located on the Property.
 - (5) Seller is is not aware of any wetlands, as defined by federal or state law or regulation, affecting the Property.
 - (6) Seller is is not aware of any threatened or endangered species or their habitat affecting the Property.
 - (7) Seller is is not aware that the Property is located wholly partly in a floodplain.
 - (8) Seller is is not aware that a tree or trees located on the Property has oak wilt.
- If Seller is aware of any of the items above, explain (attach additional sheets if necessary): _____

8. BROKERS AND SALES AGENTS:

- A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: No Brokers
- B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

- A. The closing of the sale will be on or before _____, 2025, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.
- B. At closing:
 - (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
 - (2) Buyer shall pay the Sales Price in good funds acceptable to the Escrow Agent.
 - (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents, transfer of any warranties, and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
 - (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
 - (5) Private transfer fees (as defined by Chapter 5, Subchapter G of the Texas Property Code) will be the obligation of Seller unless provided otherwise in this contract. Transfer fees assessed by a property owners' association are governed by the Addendum for Property Subject to Mandatory Membership in a Property Owners Association.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (This paragraph is intended to be used only for additional informational items. An informational item is a statement that completes a blank in a contract form, discloses factual information, or provides instructions. Real estate brokers and sales agents are prohibited from practicing law and shall not add to, delete, or modify any provision of this contract unless drafted by a party to this contract or a party's attorney.) _____

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid at or prior to closing:
 - (1) Seller shall pay the following expenses (Seller's Expenses):
 - (a) releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; brokerage fees that Seller has agreed to pay; and other expenses payable by Seller under this contract;
 - (b) the following amount to be applied to brokerage fees that Buyer has agreed to pay: \$ _____ or _____ % of the Sales Price (check one box only); and
 - (c) an amount not to exceed \$ _____ to be applied to other Buyer's Expenses.
 - (2) Buyer shall pay the following expenses (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; brokerage fees that Buyer has agreed to pay; and other expenses payable by Buyer under this contract.

Initialed for identification by Buyer _____ and Seller E.P.

- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

- A. **PRORATIONS:** Taxes for the current year, interest, rents, and regular periodic maintenance fees, assessments, and dues (including prepaid items) will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

- 14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

- 15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

- 16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

- 17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or Escrow Agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

18. ESCROW:

- A. **ESCROW:** The Escrow Agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as Escrow Agent. Escrow Agent may require any disbursement made in connection with this contract to be conditioned on Escrow Agent's collection of good funds acceptable to Escrow Agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, Escrow Agent may: (i) require a written release of liability of the Escrow Agent from all parties before releasing any earnest money; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow Agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by Escrow Agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the Escrow Agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the Escrow Agent. If either party fails to execute the release, either party may make a written demand to the Escrow Agent for the earnest money. If only one party makes written demand for the earnest money, Escrow Agent shall promptly provide a copy of the demand to the other party. If Escrow Agent does not receive written objection to the demand from the other party within 15 days, Escrow Agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and Escrow Agent may pay the same to the creditors. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the Escrow Agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow Agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by Escrow Agent.

- 19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
- 20. FEDERAL REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.
- 21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: 1010 E. 8th Street
 Odessa, Texas 79761 Attn: John Henderson
 Phone: (432) 498-4000
 E-mail/Fax: john.henderson@ectorcountytexas.gov
 E-mail/Fax: _____
 With a copy to Buyer's agent at: _____

To Seller at: _____
 Cariche 1011
 Phone: 432 530-5422
 E-mail/Fax: quetzadaerosm3@gmail.com
 E-mail/Fax: _____
 With a copy to Seller's agent at: _____

22. AGREEMENT OF PARTIES: This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Addendum for Section 1031 Exchange |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| <input type="checkbox"/> Addendum containing Notice of Obligation to Pay Improvement District Assessment | _____ |

23. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate brokers and sales agents from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

Seller's Attorney is: _____

 Phone: () _____
 Fax: () _____
 E-mail: _____

Initialed for identification by Buyer _____ and Seller E.Q.

EXECUTED the _____ day of _____, 20____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer _____

Seller _____

E.Q

Buyer _____

Seller _____



The form of this contract has been approved by the Texas Real Estate Commission. 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. 9-17. This form replaces TREC NO. 9-16.

BROKER INFORMATION
(Print name(s) only. Do not sign)

Other Broker Firm _____ License No. _____

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent

Listing Broker Firm _____ License No. _____

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____

Team Name _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Listing Associate's Name _____ License No. _____

Team Name _____

Listing Associate's Email Address _____ Phone _____

Licensed Supervisor of Listing Associate _____ License No. _____

Listing Broker's Office Address _____ Phone _____

City _____ State _____ Zip _____

Selling Associate's Name _____ License No. _____

Team Name _____

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Disclosure: Pursuant to a previous, separate agreement, Listing Broker has agreed to pay Other Broker a fee (\$ _____ or _____% of the Sales Price). This disclosure is for informational purposes and does not change the previous agreement between brokers to pay or share a commission.

OPTION FEE RECEIPT

Receipt of \$ _____ (Option Fee) in the form of _____
is acknowledged.

Escrow Agent _____ Date _____

EARNEST MONEY RECEIPT

Receipt of \$ _____ Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

CONTRACT RECEIPT

Receipt of the Contract is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____

ADDITIONAL EARNEST MONEY RECEIPT

Receipt of \$ _____ additional Earnest Money in the form of _____
is acknowledged.

Escrow Agent _____ Received by _____ Email Address _____ Date/Time _____

Address _____ Phone _____

City _____ State _____ Zip _____ Fax _____



ENVIRONMENTAL • CIVIL ENGINEERING • LAND SURVEYING
ENGINEERING FIRM# 001363 • SURVEYING FIRM# 10034300
521 NORTH TEXAS • ODESSA, TEXAS 79761
(432) 332-5058 OR 580-8812 • FAX (432) 332-8812

W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT A
DESCRIPTION OF A 0.080 ACRE 35-FOOT STRIP OF LAND
ACROSS LOT 10, BLOCK 1, WACASEY ADDITION 1ST FILING
LOCATED IN SECTION 34 BLOCK 43, T-2-S T&P RR CO. SURVEY
ECTOR COUNTY, TEXAS

BEING A 0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 10, BLOCK 1, OF WACASEY ADDITION 1ST FILING RECORDED IN CABINET C, PAGE 193D, OF THE ECTOR COUNTY PLAT RECORDS LOCATED IN SECTION 34, BLOCK 43, T-2-S, T&P RR CO. SURVEY ECTOR COUNTY TEXAS BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT (Y=10,631,453.27' & X= 1,633,568.90') A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND AT THE NORTHWEST CORNER OF SAID LOT 10, BLOCK 1, SAME BEING THE NORTHEAST CORNER OF LOT 9, SAME BLOCK AND ADDITION AND BEING IN THE SOUTH LINE OF A 5-ACRE TRACT TO JOSE BANUELO RECORDED IN VOLUME 1418, PAGE 985, OF THE ECTOR COUNTY DEED RECORDS

THENCE SOUTH 14°36'26" EAST WITH THE WEST LINE OF SAID LOT 10, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET FOR A CORNER;

THENCE NORTH 75°41'43" EAST, PARALLEL AND 35 FEET SOUTH OF THE NORTH OF LOT 10, A DISTANCE OF 100.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" SET IN THE EAST LINE OF SAID LOT 10, SAME BEING THE WEST LINE OF LOT 11 OF SAID BLOCK AND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 14°36'26" WEST, A DISTANCE OF 35.00 FEET TO A 1/2 INCH IRON ROD WITH CAP MARKED "LCA ODESSA TX" (CONTROL MONUMENT) FOUND IN THE SOUTH LINE OF THE SAID 5-ACRE TRACT TO JOSE BANUELO RECORDED IN VOLUME 1418, PAGE 985, OF THE ECTOR COUNTY DEED RECORDS AT THE NORTHEAST CORNER OF SAID LOT 10, AND BEING THE NORTHWEST CORNER OF SAID LOT 11;

THENCE SOUTH 75°41'43" WEST WITH THE NORTH LINE OF SAID LOT 10, DISTANCE OF 100.0 FEET TO THE POINT OF THE BEGINNING CONTAINING 0.080 ACRES OF LAND.

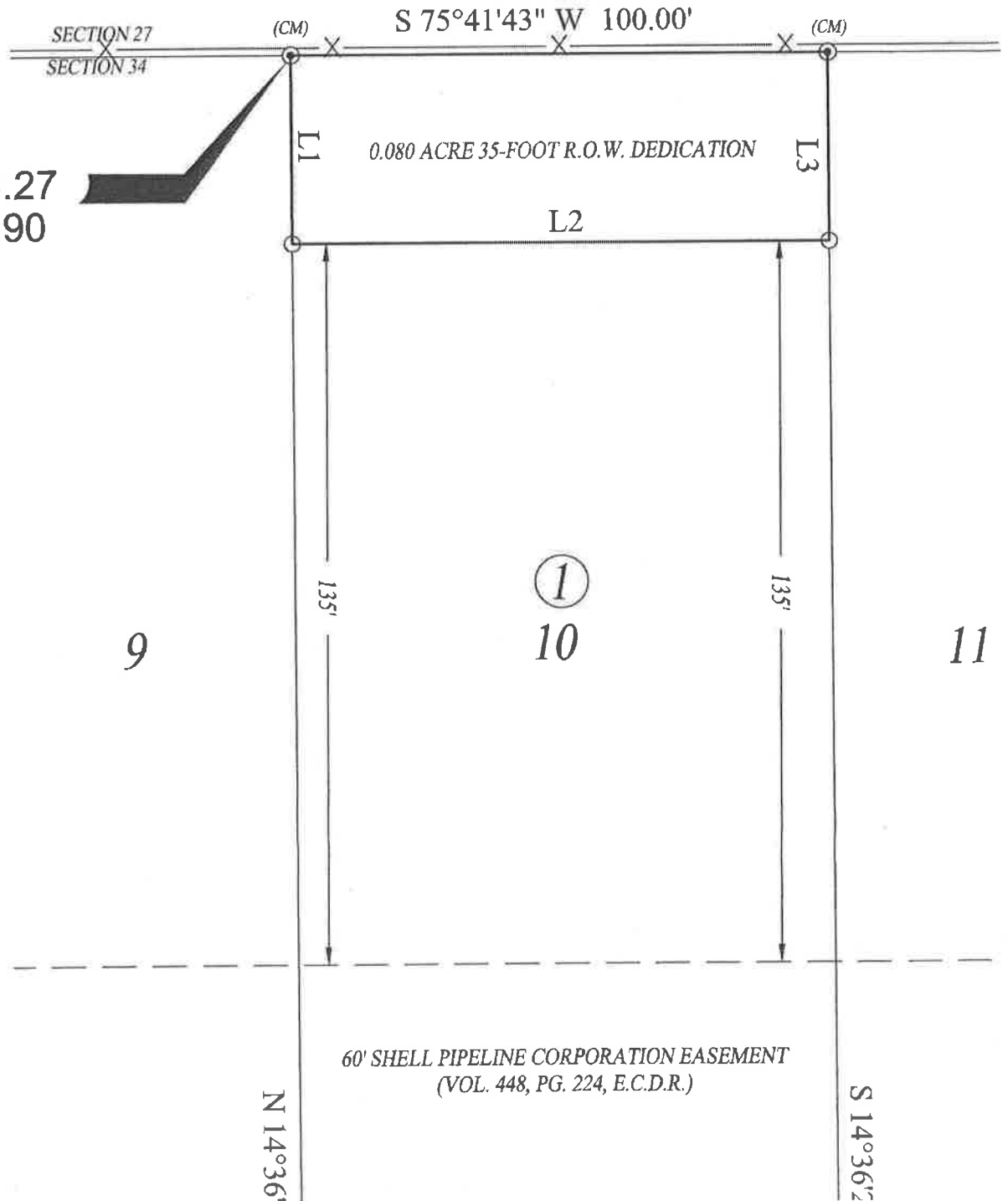
LCA
Randy Anderson
RANDY A. ANDERSON, RPLS 5403
JANUARY 28, 2025
LCA PROJECT NO. 2024-061

EXHIBIT B THE PLAT ACCOMPANIES THIS DESCRIPTION



W. 3RD STREET RIGHT OF WAY DEDICATION EXHIBIT
0.080 ACRE 35-FOOT STRIP OF LAND ACROSS LOT 10, BLOCK 1, WACASEY ADDITION
LOCATED IN SECTION 34, BLOCK 43, T-2-S. T&P RR. CO. SURVEY, ECTOR COUNTY
RECORDED IN CABINET C, PAGE 193D, ECTOR COUNTY, PLAT RECORD

5-ACRE TRACT
JOSE' BANUELO
VOL. 1418, PG 985,
E.C.D.R.



P.O.B.
Y:10,631,453.27
X:1,633,568.90

60' SHELL PIPELINE CORPORATION EASEMENT
(VOL. 448, PG. 224, E.C.D.R.)

BUDGET AMENDMENT REQUEST FORM

ALL ECTOR COUNTY OPERATING FUNDS

When requesting a Budget Amendment, this form MUST be completed and filed with the County Judge to be placed on the next agenda of the Ector County Commissioners Court.

ORDER OF THE ECTOR COUNTY COMMISSIONERS COURT

On this the 13th day of May 2025, the following budget amendment to the Commissioners Court

	ACCOUNT NUMBER	LINE ITEM DESCRIPTION	AMOUNT
TO:	001-201-4199	Departmental Furniture & Equipment	1,200
FROM:	001-3310	Unreserved Fund Balance	1,200

This request is made for the following reasons:
JP Laptop

APPROVED AND SIGNED this the 13th of April 2025.

ECTOR COUNTY JUDGE

ATTEST: ECTOR COUNTY CLERK

TO BE COMPLETED BY THE COUNTY AUDITOR:

DATE OF ENTRY: _____

JOURNAL ENTRY NO: _____

ENTRY MADE BY: _____

BUDGET ADJUSTMENT NO: _____

AGENDA ITEM # 34

Agenda

Project Name	Ector County Courthouse	Prepared By	Butler-Cohen/DLR Group
Date	5/13-14/2025	Project No.	24-0008
Purpose	Project Kickoff Meeting and Visioning Session		
Location			

Attendees | Ector County

- Judge Dustin Fawcett
- Commissioner Mike Gardner
- Commissioner Greg Simmons
- Commissioner Samantha Russell
- Commissioner Bully Hall
- John Henderson
- Julie Prentice
- Shelby Rigtrup
- Debbie Clay

Attendees | Parkhill

- Ashley Coco
- Kyle LaFerney
- Angelique Mulford
- Debbie Coco
-
-
-

Attendees | Design-Build Team

- Ryan Bray
- Sean Butler
- Eric Cohen
- Abigail Soto
- Irene Bruno
- April Pottorff
- Todd Orr
- Amy Hoffman
- Caroline McKee
- Jack Eure
- Jack Seibert
- Linda Bernauer
- John Landgraf
- Levi Bryand
- Wes Suber
- Kelly Cook

Introductions:

1. Butler Cohen
2. DLR Group
3. Consultant Team

Team Structure:

1. Project Team Org Chart
 - a. Owner – Owner Representative – Design Build Client and Project Management
 - b. Design-Build Responsibilities by entity
 - c. Expanded Design Team

Communication:

1. Communication Protocols
2. Communication Tools

Butler Cohen
 3200 SW Freeway
 Suite 1575
 Houston, TX 77027

DLR Group
 816 Congress Avenue
 Suite 1600
 Austin, TX 78701

Project Overview

1. Preliminary Project Schedule
2. Project Definition Schedule
 - a. Project Definition Overview

Next Steps

1. Project Status Report
 - a. Existing courthouse Reality Capture completed May 8, 2025
 - b. Existing Courthouse space inventory activity – late May/early June
 - c. Detailed Operational Interviews - week of June 23, 2025

Visioning Session Overview:

The Design/Build team facilitates an interactive workshop with the participation of Ector County stakeholders to align the priorities and expectations for the new courthouse.

Different stakeholders may have varying priorities, so building consensus and establishing a shared vision from the outset is crucial for the success of the project.

These visioning workshops create guiding principles that help measure decisions throughout the project. Stakeholders gain ownership of the long-term vision, ensuring successful planning, design, and construction of a courthouse that meets their collaborative mission, operations, and budget.

Kick-off meeting:

Date: May 13th

Time: Workshop scheduled after Commissioner's Court meeting, anticipated time 1:00 PM to 4:00 PM (starting time will depend on the time the Commissioner's Court meeting ends and break time for lunch).

- Introductions
- Project Team Communication
- Project Overview: Schedule and Project Definition
- Next Steps

Visioning Session:

Date: May 14th

Time: Workshop scheduled from 8:30 to 10:00 AM and 10:30 AM to 2:00 PM.

Objective: Key stakeholders to define the overall goals and expectations of the Courthouse Project.

- We will have break-out group activities in small groups to facilitate defining the goals and expectations for the project.

The above represents the writer's impressions of the meeting. Any errors, omissions and/or discrepancies should be reported to them promptly.