

OFFICIAL RECEIPT
Kari A. French County Clerk
Walker County Courthouse
1100 University Ave., Suite 201
Huntsville, Texas 77340
Phone: 936-436-4922
Fax: 936-436-4928

Payor
George Russell, 1401 19th St, Huntsville, 77340

Receipt No.
CC-79269

Transaction Date
04/24/2026

Description	Amount Paid
Miscellaneous Payment	
Copies	180.00
Copies	180.00
Search Fee	5.00
Search Fees Misc	5.00
SUBTOTAL	185.00

PAYMENT TOTAL **185.00**

Check (Ref #15259) Tendered 185.00
Total Tendered 185.00
Change 0.00

04/24/2026
01:17 PM

Cashier
Station MG

Audit
2662861

OFFICIAL RECEIPT

No. _____

**IN THE ESTATE OF
KAREN ROBINSON,
DECEASED**

**§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS**

APPLICATION TO DETERMINE HEIRSHIP

The Applicant, Frank Robinson III, furnishes the following information to the Court:

1. Karen Robinson ("Decedent") died on March 30, 2021, at the age of 40 years, at 1417 20 1/2 Street Huntsville, Walker County, Texas.

2. An administration is pending upon Decedent's Estate in the above entitled and numbered cause, and it is in the best interest of the Estate for the Court to determine who are the heirs and only heirs of the Decedent.

3. This Court has jurisdiction and venue is proper because this is the court in which a proceeding administering Decedent's Estate was most recently pending.

4. Applicant claims to be the owner of all or a part of Decedent's Estate.

5. The names and residences of all of Decedent's heirs, the relationship of each heir to Decedent and the true interest of the Applicant and of each of the heirs in the Estate of Decedent are as follows:

- a. Name: Frank Robinson III, an adult
Address: 312 Jenkins Road, Huntsville, TX 77320
Relationship: husband
Share of Community Property: 50%
Share of Separate Personal Property: 33.33%
Share of Separate Real Property: 33.33%

- b. Name: G.L.R, a minor child
Address: 312 Jenkins Road, Huntsville, TX 77320
Relationship: Daughter
Share of Community Property: 25%
Share of Separate Personal Property: 33.33%
Share of Separate Real Property: 33.33%
- c. Name: William Walker, an adult
Address: 431 Indian Summer Drive, Sugarland, Texas 77479
Relationship: Son
Share of Community Property: 25%
Share of Separate Personal Property: 33.33%
Share of Separate Real Property: 33.33%

6. At the time of Decedent's death, Decedent owned real property in the State of Texas and personal property.

7. The listing of heirs includes any living child of the decedent. Decedent was not predeceased by any child.

8. At the time of her death, Decedent was married to Frank Robinson III, and had been married previously. The circumstances of each prior marriage of the Decedent are as follows:

Name of First Spouse:	Dale Walker
Date of Marriage:	approximately 2000
Date of Termination:	approximately 2007
Place of Termination:	Walker County

9. All children born to or adopted by Decedent have been listed. Each marriage of Decedent has been listed.

10. To the best of my knowledge, Decedent died intestate.

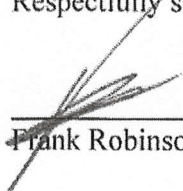
11. This Application does not omit any information required by the Texas Estates Code, Section 202.004, 202.005, 202.007 and 202.008, except as follows: None.

12. There are debts owed by Decedent that are not secured by liens upon real estate and there is a necessity for an administration of this Estate.

13. This Application contains all of the material facts and circumstances within the knowledge and information of the Applicant that might reasonably tend to show the time or place of death or the names or residences of all heirs, if the time or place of death or the names or residences of all the heirs are not definitely known to the Applicant, except as follows: None.

Applicant prays that citation issue as required by law; that an attorney ad litem be appointed to represent the interests of unknown heirs; that upon hearing hereof, this Court determine who are the heirs and only heirs of Decedent and their respective shares and interests in this Estate; and that a necessity exists for an administration of Decedent's Estate.

Respectfully submitted,



Frank Robinson III, Applicant

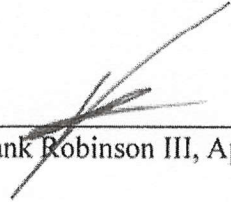


DEVAN D. DAWSON
Attorney for Frank Robinson III
State Bar No.: 24104106
1300 11th Street, Suite 405
HUNTSVILLE, TX 77340
Telephone: (936) 295-3712
Facsimile: (936) 295-3714
E-mail: hmp@hmp-attorneys.com

STATE OF TEXAS §

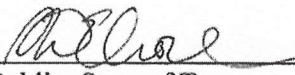
COUNTY OF WALKER §

I, Frank Robinson III, Applicant, having been duly sworn, hereby state on oath that insofar as is known to me, all of the allegations of the foregoing Application to Determine Heirship are true in substance and in fact and that no material fact or circumstance has, within my knowledge, been omitted from the Application.

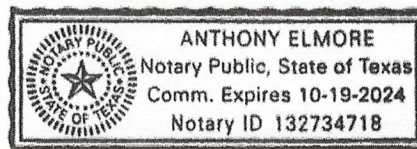


Frank Robinson III, Applicant

SWORN TO AND SUBSCRIBED BEFORE ME by Frank Robinson III, on the 5th
day of MAY, 2021, to certify which witness my hand and seal of office.



Notary Public, State of Texas



No. _____

IN THE ESTATE OF
 KAREN ROBINSON,
 DECEASED

§ IN COUNTY COURT AT LAW
 §
 § OF
 §
 § WALKER COUNTY, TEXAS

**APPLICATION FOR INDEPENDENT ADMINISTRATION
 AND LETTERS OF ADMINISTRATION
 PURSUANT TO SECTION 401.003 OF THE TEXAS ESTATES CODE**

TO THE HONORABLE JUDGE OF SAID COURT:

Frank Robinson III ("Applicant"), furnishes the following information to the Court in support of this Application for Independent Administration of the Estate of Karen Robinson ("Decedent"), and for issuance of Letters of Administration pursuant to Section 401.003 of the Texas Estates Code:

1. Applicant Frank Robinson III is an individual interested in this Estate, being domiciled in and residing at 312 Jenkins Road, Huntsville, Walker County, Texas 77320. Frank Robinson III is the husband of Decedent.
2. Decedent died intestate on March 30, 2021, at 1417 20 1/2 Street Huntsville, Walker County, Texas, at the age of 40 years. Decedent's domicile at the time of her death was 312 Jenkins Road, Huntsville, Walker County, Texas 77320.
3. This Court has jurisdiction and venue is proper because Decedent was domiciled in Texas and had a fixed place of residence in this County on the date of her death.
4. Decedent owned property described generally as real estate, cash, personal effects and household goods of a probable value in excess of \$50,000.00.
5. The name, marital status, and address of each of Decedent's heirs, and the relationship of each heir to Decedent are as follows:

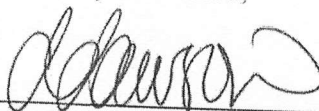
- a. Name: Frank Robinson III
Marital Status: Married
Address: 312 Jenkins Road, Huntsville, Texas 77320
Relationship: husband
- b. Name: G.L.R
Marital Status: single
Address: 312 Jenkins Road, Huntsville, Texas 77320
Relationship: Daughter
- c. Name: William Walker
Marital Status: single
Address: 431 Indian Summer Drive, Sugarland, Texas 77479
Relationship: Son

6. A necessity exists for the administration of the estate.
7. The listing of heirs includes any living child of the decedent. Decedent was not predeceased by any child.
8. Decedent was divorced from Dale Walker in approximately 2007.
9. Decedent did not leave a will. However, there exists a necessity for administration of the Estate, all of the Distributees agree on the advisability of having an independent administration and also agree that Frank Robinson III should be appointed Independent Administrator. The Distributees therefore request that no action shall be had in the county court at law in relation to the settlement of the Decedent's estate other than the return of an inventory, appraisement and list of claims of the estate or an affidavit in lieu of the inventory, appraisement and list of claims. Frank Robinson III is not disqualified by law from serving as such or from accepting Letters of Administration, and would be entitled to such letters.
10. Frank Robinson III, G.L.R and William Walker are the distributees of the Estate and are the only persons required to receive notice under Section 401.004 of the Texas Estates Code. Frank Robinson III, G.L.R and William Walker will each file a Distributee's Consent to Application for Independent Administration and Waiver of Notice. An independent

administration of the Decedent's estate pursuant to Section 401.003 of the Texas Estates Code is advisable and in the best interests of the Decedent's estate and of the heirs and distributees of the Decedent's estate.

WHEREFORE, Applicant prays that citation with respect to this Application for Independent Administration and Letters of Administration pursuant to Section 401.003 of the Texas Estates Code be issued and served as required by law to all persons interested in this Estate; that it be adjudged to be advisable and in the best interests of the Decedent's estate for Frank Robinson III to be appointed to serve as Administrator under the provisions of Section 401.003 of the Texas Estates Code; that Letters of Administration be issued to Frank Robinson III; and that no action be had in this court in relation to the settlement of such estate other than the return of an inventory, appraisalment, and list of claims of such estate or an affidavit in lieu of the inventory, appraisalment and list of claims; and that all other Orders be entered as the Court may deem proper.

Respectfully submitted,



DEVAN D. DAWSON
Attorney for Frank Robinson III
State Bar No.: 24104106
1300 11th Street, Suite 405
HUNTSVILLE, TX 77340
Telephone: (936) 295-3712
Facsimile: (936) 295-3714
E-mail: hmp@hmp-attorneys.com

CITATION – POSTING – LETTERS OF ADMINISTRATION AND HEIRSHIP

THE STATE OF TEXAS
CAUSE NUMBER 9985PR

CITATION ON APPLICATION FOR INDEPENDENT ADMINISTRATION AND LETTERS OF ADMINISTRATION AND APPLICATION TO DETERMINE HEIRSHIP

To all persons interested:

IN THE ESTATE OF KAREN ROBINSON, DECEASED, Docket Number 9985PR in the COUNTY COURT AT LAW of Walker County, Texas. FRANK ROBINSON, III, filed, in the COUNTY COURT AT LAW of Walker County, Texas on MAY 5, 2021, an APPLICATION FOR INDEPENDENT ADMINISTRATION AND LETTERS OF ADMINISTRATION, APPLICATION TO DETERMINE HEIRSHIP.

Said application may be heard and acted on by said Court at 10 o'clock a.m. on the Monday next after the expiration of ten days from the date of posting this Citation, at the County Courthouse in Huntsville, Texas. All persons interested in said estate are hereby cited to appear before said Honorable Court at said above mentioned time and place by filing a written answer contesting said application by the above mentioned date and time should they desire to do so.

The officer executing this Citation shall post the copy of this Citation at the Courthouse door of the county in which this proceeding is pending, or at the place in or near said Courthouse where public notices are customarily are posted, for not less than 10 days before the return day thereof, exclusive of the date of posting this Citation, and return the original copy of this Citation to the Clerk stating in written return thereon the time when and the place where he posted such copy.

Given under my hand and seal of said Court, at this office in Huntsville, Walker County, Texas, on this day, May 5, 2021.



Kari A. French
Walker County Clerk
Walker County, Texas

By Stacey Soileau Oates
Stacey Soileau Oates, Deputy Clerk

SHERIFF'S RETURN

Came to hand on the 5th day of May A.D. 20 21, at 2:49 o'clock P.M., and executed on the 5th day of May A.D. 20 21, by posting a copy of the within citation for ten days, exclusive of the day of posting, before the return day hereof, at the County Courthouse door of Walker County, Texas or at the place in or near the said courthouse where public notices customarily are posted.

FILED FOR RECORD
At 2:50 o'clock P.M.
MAY 05 2021

By Clint McRae
Clint McRae, Sheriff
Walker County, Texas
Deputy.

Posting Citation \$ 35

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By [Signature] Deputy

No. _____

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS

ORDER APPOINTING ATTORNEY AD LITEM

On this day, the foregoing Motion was heard by this Court and the Court finds that the heirs of Karen Robinson, Deceased, are persons who have a legal disability under state or federal law, nonresidents, unborn or unascertained persons, unknown heirs, missing heirs, or unknown or missing persons for whom cash is deposited into the court's registry under Section 362.011 of the Texas Estates Code, and that an attorney ad litem should be appointed to represent them.

IT IS ORDERED that KENNA SEILER, an attorney licensed to practice before this Court, is appointed to defend the interests of those Defendants, and that this suit proceed and be defended by this attorney as in other causes where service is made by publication.

SIGNED this 5 day of MAY, 2021.

Judy Sorensen

JUDGE PRESIDING

FILED FOR RECORD
At 9:22 o'clock A M

MAY 06 2021

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By [Signature] Deputy

NO. 9985PR

ESTATE OF _____ § IN THE COUNTY COURT AT LAW

§
§ OF
§
ROBINSON _____ § WALKER COUNTY, TEXAS

REPORT OF COURT APPOINTMENT

The Court provides this information to the District Clerk County Clerk to assist with the reporting required by Texas Government Code Chapter 36.

Date of Appointment: 05/05/21

- Type of Appointment:
- Attorney Ad Litem
 - Guardian Ad Litem
 - Temporary Guardian
 - Permanent Guardian
 - Mediator
 - Competency Evaluator

Name of Person Appointed: KENNA SEIGER

SBOT# (if applicable) 13944250

- Relationship to Ward/Deceased:
- N/A
 - Attorney
 - Family/Friend

FILED FOR RECORD
At 9:22 o'clock A M
MAY 06 2021

KARL FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By [Signature] Deputy

Jay Sorensen

JUDGE PRESIDING

No. _____

**IN THE ESTATE OF
KAREN ROBINSON,
DECEASED**

**§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS**

AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS

Before me, the undersigned authority, on this day personally appeared Paige Miller, ("Affiant") who, being first duly sworn, upon oath states:

1. My name is Paige Miller, and I live at 290 Jenkins Road, Huntsville, Texas 77320. I am personally familiar with the family and marital history of Karen Robinson ("Decedent"), and I have personal knowledge of the facts stated in this affidavit.

2. I knew Decedent for approximately 20 years. Decedent died on March 30, 2021. Decedent's place of death was 1417 20 1/2 Street Huntsville, Walker County, Texas. At the time of Decedent's death, Decedent's residence was 312 Jenkins Road, Huntsville, Walker County, Texas.

3. Decedent's marital history was as follows: at the time of her death, Decedent was married to Frank Robinson III, and had been married previously. The circumstances of each prior marriage of the Decedent are as follows:

Name:	Dale Walker
Date of Marriage:	approximately 2000
Date of Termination:	approximately 2007
Place of Termination:	Walker County

4. Decedent had the following children:

a.	Name:	G.L.R.
	Name of Other Parent:	Frank Robinson, III
	Current Address:	312 Jenkins Road, Huntsville, Texas 77320

b.	Name:	William Walker
	Name of Other Parent:	Dale Walker
	Current Address:	431 Indian Summer Drive, Sugarland, Texas 77479

5. Decedent did not have or adopt any other children and did not take any other children into Decedent's home or raise any other children, except: None.

6. The following persons have knowledge regarding the Decedent, the identity of Decedent's children, if any, parents, or siblings, if any:

a. Paige Miller; and

b. Lacey Lenorman.

7. Decedent died without leaving a will.

8. There has been no administration of Decedent's estate.

9. Decedent had unpaid debts.

10. There are no unpaid estate or inheritance taxes, except: None.

Signed this 5th day of MAY, 2021.


Paige Miller, Affiant

STATE OF TEXAS


§

§

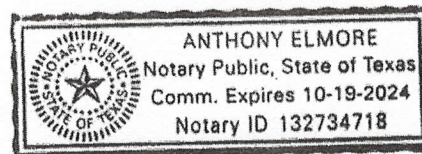
COUNTY OF WALKER

§

Sworn to and subscribed to before me on May 5th, 2021, by Paige Miller.


NOTARY PUBLIC, State of Texas

My commission expires: 10-19-2024



No. _____

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS

AFFIDAVIT OF FACTS CONCERNING THE IDENTITY OF HEIRS

Before me, the undersigned authority, on this day personally appeared ~~Lacey Lenorman~~, ^(B)
("Affiant") who, being first duly sworn, upon oath states: ~~Lacy Lenorman~~
^(B) Laci Lenorman

1. My name is ~~Lacey Lenorman~~, and I live at 307 FM 980 Road, Huntsville, Texas 77320. I am personally familiar with the family and marital history of Karen Robinson ("Decedent"), and I have personal knowledge of the facts stated in this affidavit.

2. I knew Decedent for approximately 13 years. Decedent died on March 30, 2021. Decedent's place of death was 1417 20 1/2 Street Huntsville, Walker County, Texas. At the time of Decedent's death, Decedent's residence was 312 Jenkins Road, Huntsville, Walker County, Texas.

3. Decedent's marital history was as follows: at the time of her death, Decedent was married to Frank Robinson III, and had been married previously. The circumstances of each prior marriage of the Decedent are as follows:

Name:	Dale Walker
Date of Marriage:	approximately 2000
Date of Termination:	approximately 2007
Place of Termination:	Walker County

4. Decedent had the following children:

a.	Name:	G.L.R.
	Name of Other Parent:	Frank Robinson, III
	Current Address:	312 Jenkins Road, Huntsville, Texas 77320

b.	Name:	William Walker
	Name of Other Parent:	Dale Walker
	Current Address:	431 Indian Summer Drive, Sugarland, Texas 77479

5. Decedent did not have or adopt any other children and did not take any other children into Decedent's home or raise any other children, except: None.

6. The following persons have knowledge regarding the Decedent, the identity of Decedent's children, if any, parents, or siblings, if any:

- a. Paige Miller; and
- b. Laci LeNorman (B)
~~Lacey Lenorman.~~

- 7. Decedent died without leaving a will.
- 8. There has been no administration of Decedent's estate.
- 9. Decedent had unpaid debts.
- 10. There are no unpaid estate or inheritance taxes, except: None.

Signed this 5 day of May, 2021.

Laci LeNorman

~~Lacey Lenorman~~, Affiant
Laci LeNorman (B)

STATE OF TEXAS

COUNTY OF WALKER

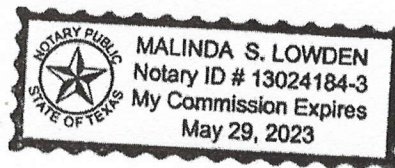
§
§
§

Sworn to and subscribed to before me on May 5, 2021, by Laci
Lenorman. LeNorman. (B) Lacey

Malinda S. Lowden

NOTARY PUBLIC, State of Texas

My commission expires: 5/29/2023





Walker County Clerk
Kari A. French
 1100 University Avenue, Suite 201
 Huntsville, Texas 77340
 936-436-4922 Fax 936-436-4928
 www.co.walker.tx.us

Filed: 6/2/2021 11:37 AM
 Kari French
 County Clerk
 Walker County, Texas
 Stacey Soileau



REQUEST FOR ISSUANCE OF SERVICE

Date: **June 2, 2021**

IN THE ESTATE OF
 KAREN ROBINSON,

Case Number: **9985PR**

Style: **DECEASED**

Party to be Served: William Walker

Address to be Served: 431 Indian Summer Drive Sugarland, Texas 77479 or wherever he may
 be found.

Please Issue:

- Citation \$5 per Citation (issuance of one citation is included in base filing fee)
- Writ of Execution \$5 for Issuance
- Writ of Possession \$5 for Issuance
- Abstract of Judgment \$10 for Issuance
- Other: precept \$ 5.00 * documents to be served are the Application for Independent Administration and Application to Determine Heirship. The hearing date is June 18, 2021*

Upon Issuance of Service: (Check only one)

*Please note: We routinely eFile citations back, please provide a good email address below.

- Constable Service \$100 (see additional services when eFiling)
- E-Mail to: cgandy@hmp-attorneys.com
hmp@hmp-attorneys.com
- County Clerk serve by Certified Mail \$100 (see additional services when eFiling)

ISSUANCE OF SERVICE REQUESTED BY:

Attorney/Party Name: DEVAN D. DAWSON

Law Firm (if applicable): HANEY PASCHAL & ROMOSER, P.C.

Bar Number: 24104106

Address: 1300 11TH STREET, SUITE 405 Huntsville, Texas 77340

Phone Number: (936) 295-3712

Email Address: ddawson@hmp-attorneys.com

**PRECEPT TO SERVE
Cause No. 9985PR**

IN THE ESTATE OF
KAREN ROBINSON
DECEASED

Hearing Date: 06/18/2021
VIA ZOOM
Time: 9:00 a.m.

To any Sheriff or any Constable of any County of the State of Texas, GREETINGS:

YOU ARE HEREBY COMMANDED that you serve WILLIAM WALKER, in the above numbered and styled cause with the accompanying copy of: APPLICATION FOR INDEPENDENT ADMINISTRATION AND LETTERS OF ADMINISTRATION, AND AN APPLICATION TO DETERMINE HEIRSHIP.

The present place of BUSINESS OR RESIDENCE of the said WILLIAM WALKER is:

WILLIAM WALKER
431 INDIAN SUMMER DRIVE
SUGARLAND, TEXAS 77479 OR WHEREVER HE MAY BE FOUND

HEREIN FAIL NOT, but of this Writ make due return showing how you have executed the same.

ISSUED AND GIVEN under my hand and seal of said Court, at their office in Huntsville, Texas this the 2nd day of June, 2021.



Kari A. French,
Walker County Clerk
1100 University Avenue, Suite 201
Huntsville, TX 77340

By Stacey Soileau Oates
Stacey Soileau Oates, Deputy

OFFICER'S RETURN

Came to hand on the 3 day of JUNE, 2021, at 11:50 o'clock A.M. and executed in Harris, County Texas, by delivering to the within named defendant, to wit: William Walker, at 7:15 o'clock P.M., on the 3 day of JUNE 2021, each in person a true and correct copy of the precept accompanied by a copy of Citation, at 2360 Commerce Houston, in the County of Harris, in the State of Texas.

Walker County, Texas
By Jim Barden Constable/Deputy

CITATION - SERVICE - PROBATE

CLERK OF THE COURT
Kari A. French, COUNTY CLERK
1100 University Ave, Suite 201
Huntsville, Texas 77340
(936) 436-4922

ATTORNEY FOR APPLICANT
DEVAN DAWSON
1300 ELEVENTH STREET, STE 405
HUNTSVILLE, TEXAS 77340
(936) 295-3712

THE STATE OF TEXAS - COUNTY OF WALKER CAUSE NUMBER: 9985PR

TO ANY SHERIFF OR ANY CONSTABLE WITHIN THE STATE OF TEXAS, GREETINGS:
YOU ARE HEREBY COMMANDED THAT YOU SERVE:

WILLIAM WALKER
431 INDIAN SUMMER DRIVE
SUGARLAND, TEXAS 77479 OR WHEREVER HE MAY BE FOUND

WITH A COPY OF THE FOLLOWING CITATION:

To all persons interested IN THE ESTATE OF KAREN ROBINSON, DECEASED. FRANK ROBINSON, III, APPLICANT, has filed in the COUNTY COURT AT LAW of Walker County, an APPLICATION FOR INDEPENDENT ADMINISTRATION AND LETTERS OF ADMINISTRATION, AND AN APPLICATION TO DETERMINE HEIRSHIP.

The style of the case is THE ESTATE OF KAREN ROBINSON, DECEASED.

The Cause Number is 9985PR on the Probate Docket of said Court.

All persons interested in THE ESTATE OF KAREN ROBINSON, DECEASED, are cited to appear by 10:00 am on the first Monday following the expiration of 20 days of the date service of this citation is perfected, before the said County Court, at the Courthouse in Huntsville, Walker County, Texas, to contest said application if they see proper to do so, by filing their written objections or answer thereto, on or before said date and time.

A copy of said Applications accompanies this Citation.

If this Citation is not served within 90 days of its issuance, it shall be returned un-served.

Given under my hand and seal of said Court, at this office, in Huntsville, Walker County, Texas, on this day, June 2, 2021.

FILED FOR RECORD
At 1:40 o'clock PM
JUN - 2 2021

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By [Signature]



Kari A. French
Walker County Clerk,
Walker County, Texas

By [Signature]
Stacey Soileau Oates, Deputy Clerk

SERVICE OF CITATION

Came to hand on the 3 day of JUNE, 2021, at 1150 o'clock A.M. and,
executed at 2360 COMMENCE HOUSTON,
HARRIS County, Texas, on the 3 day of JUNE, 2021
at 7:15 o'clock P.M. by delivering to the within-named, in person, a true copy of this Citation, together
with the accompanying copy of **APPLICATION FOR INDEPENDENT ADMINISTRATION AND LETTERS OF
ADMINISTRATION AND AN APPLICATION TO DETERMINE HEIERSHIP**, having first attached such copy and
endorsed citation with the date of delivery.

Due diligence used by officer or authorized person: _____
and the cause of failure to execute this process and the information received as to the whereabouts of the said,
being: _____

To certify which witness my hand officially.

FEES
Serving \$ _____
Copy \$ _____
Total \$ _____

CONSTABLE/PROCESS SERVER
Walker County, Texas
BY: Jim Gordon
CONSTABLE / DEPUTY / PROCESS SERVER

CAUSE NO. 9985PR

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN THE COUNTY COURT
§
§ AT LAW
§
§ WALKER COUNTY, TEXAS

ANSWER OF ATTORNEY AD LITEM

NOW COMES the undersigned duly appointed attorney ad litem for the unknown heirs of Karen Robinson, Deceased, for those living heirs whose names and/or whereabouts are unknown, and for those heirs who are suffering legal disability, and denies each and every allegation in the Application to Determine Heirship and demands strict proof thereof.

The undersigned prays that the Applicant take nothing and that all costs of court be adjudged against the Applicant.

Respectfully submitted,

SEILER MITBY, PLLC

/s/ Kenna M. Seiler

Kenna M. Seiler
State Bar No. 13944250
2700 Research Forest Drive, Suite 100
The Woodlands, Texas 77381
kseiler@seilermity.com
(281) 419-7770
(281) 419-7791 - Telecopier

ATTORNEY AD LITEM

CERTIFICATE OF SERVICE

Pursuant to Rules 21, and 21. of the Texas Rules of Civil Procedure, I hereby certify that the original of the Answer of Attorney Ad Litem has been filed with the clerk of the court in writing, and true and correct copies have been delivered to all interested parties on this 2nd day of June, 2021, correctly addressed as follows:

Devan D. Dawson
Haney Paschal & Romoser, PC
1300 11th Street
Suite 405
Huntsville, TX 77340

/s/ Kenna M. Seiler
Kenna M. Seiler

No.9985PR

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS


PROOF OF DEATH AND OTHER FACTS

On this day, Frank Robinson III ("Affiant") personally appeared in open court, and after being duly sworn, deposed and said that:

1. "Karen Robinson (Decedent) died on March 30, 2021 at 1417 20 1/2 Street Huntsville, Walker County, Texas, at the age of 40 years and four years have not elapsed since the date of Decedent's death.
2. "The Court has jurisdiction and venue over the estate in that Decedent was domiciled and had a fixed place of residence in Walker County, Texas on the date of her death.
3. "To the best of my knowledge Decedent died intestate.
4. "Citation has been served and returned in the manner and for the length of time required by the Texas Estates Code.
5. "A necessity exists for the administration of this estate.
6. "Decedent had been divorced. The details of that marriage are as follows:
"Decedent was divorced from Dale Walker in approximately 2007.
7. "Decedent did not leave a will. However, there exists a necessity for administration of the Estate, and all of the Distributees have received copies of the filed application for independent administration and application to determine heirship. Additionally, Distributee William Walker was served by process server with the applications and a precept notifying him of the hearing.

8. "To the best of my knowledge, the proof required has been made, Frank Robinson III is not disqualified by law from accepting Letters of Administration or from serving as Administrator and is entitled to such Letters."

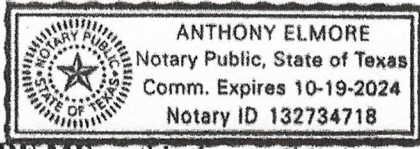
Signed this 7th day of JUNE, 2021.




Frank Robinson III

STATE OF TEXAS
COUNTY OF WALKER

§
§



SWORN TO AND SUBSCRIBED BEFORE ME on this the 7th day of June, 2021 by the said Frank Robinson III.



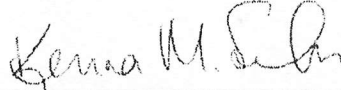
Notary Public, State of Texas

W

for Attorney Ad Litem Fees and for such other and further relief as the Court may deem just and proper.

Respectfully submitted,

SEILER MITBY, PLLC



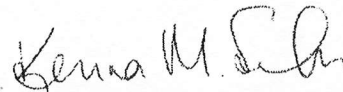
Kenna M. Seiler
State Bar No. 13944250
2700 Research Forest Drive, Suite 100
The Woodlands, Texas 77381
kseiler@seilermitby.com
(281) 419-7770
(281) 419-7791 – Telecopier

ATTORNEY AD LITEM

CERTIFICATE OF SERVICE

Pursuant to Rules 21 and 21a of the Texas Rules of Civil Procedure, I hereby certify that the original of the Application to Pay Attorney Ad Litem Fees from May 5, 2021 Date of Appointment until Discharge has been filed with the Clerk of the Court in writing, and true and correct copies have been delivered to all interested parties on this 17th day of June, 2021, correctly addressed as follows:

Devan D. Dawson
Haney Paschal & Romoser, PC
1300 11th Street
Suite 405
Huntsville, TX 77340



Kenna M. Seiler

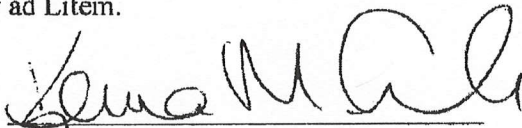
CAUSE NO. 9985PR

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

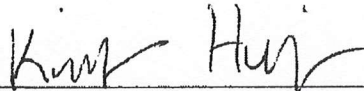
§ IN THE COUNTY COURT
§
§ AT LAW
§
§ WALKER COUNTY, TEXAS

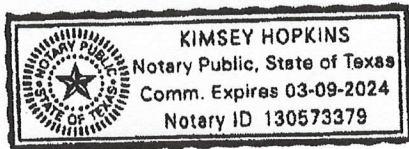
AFFIDAVIT FOR ATTORNEY AD LITEM FEES

I, Kenna M. Seiler, Attorney Ad Litem for the unknown heirs of Karen Robinson, Deceased, being duly licensed to practice law in this County and the State of Texas do solemnly swear that the amount of fees requested in this Application for Attorney Ad Litem Fees, and itemized on the attached Statement of Attorney's Fees are reasonable by local standards and were necessary tasks to fulfill the role of Attorney ad Litem.


Kenna M. Seiler

SUBSCRIBED AND SWORN TO BEFORE ME BY Kenna M. Seiler on the 17th day of June, 2021 to certify which witness my hand and seal of office.


Notary Public, State of Texas



Seiler Mitby, PLLC
Fed. Tax ID 45-4355950
2700 Research Forest Suite 100
The Woodlands, TX 77381
Telephone: (281) 419-7770
Fax: (281) 419-7791

June 17, 2021

Invoice No. 11646

Tracy Sorensen
Judge, County Court at Law
1100 University Ave.
Huntsville, TX 77320

Client Number: 1326947 Tracy Sorensen
Matter Number: 3456 Robinson, Karen
For Services Rendered Through 6/18/2021.

Fees				
<u>Date</u>	<u>Timekeeper</u>	<u>Description</u>	<u>Hours</u>	<u>Amount</u>
5/14/2021	JNP	Open and prepare new file	0.20	\$9.00
5/14/2021	JNP	Prepare Answer of Attorney Ad Litem	0.30	\$13.50
5/27/2021	LLV	Review pleadings	0.20	\$15.00
5/28/2021	LLV	Call witnesses	0.30	\$22.50
6/1/2021	JNP	Reviewed Confirmation of Hearing	0.10	\$4.50
6/2/2021	JNP	Efile Answer of Attorney Ad Litem	0.10	\$4.50
6/2/2021	JNP	Reviewed documents	0.10	\$4.50
6/2/2021	LLV	Phone call with witness regarding family history	0.10	\$7.50
6/3/2021	LLV	Research Karen Robinson's family history	1.00	\$75.00
6/10/2021	LLV	Prepare for hearing	0.30	\$22.50
6/17/2021	KMS	Follow up with witnesses and finalize research regarding family history	0.80	\$0.00 N/C
6/18/2021	KMS	Attend hearing	1.00	\$75.00
Billable Hours / Fees:			3.70	\$253.50

Continued On Next Page

EXHIBIT

A

Client Number: 1326947
Matter Number: 3456

6/17/2021
Page: 2

Timekeeper Summary

Timekeeper JNP worked 0.80 hours at \$45.00 per hour, totaling \$36.00.
Timekeeper LLV worked 1.90 hours at \$75.00 per hour, totaling \$142.50.
Timekeeper KMS worked 1.00 hours at \$75.00 per hour, totaling \$75.00.
Timekeeper KMS worked 0.80 hours at no charge.

Current Invoice Summary

Prior Balance:	\$0.00
Payments Received:	\$0.00
Unpaid Prior Balance:	<u>\$0.00</u>
Current Fees:	\$253.50
Advanced Costs:	\$0.00
TOTAL AMOUNT DUE:	<u><u>\$253.50</u></u>

Thank You for Letting Us Serve You.
Payment Due Upon Receipt.

Share of Separate Real Property: 33.33% *life estate*

- b. Name: G.L.R, a minor child
Address: 312 Jenkins Road, Huntsville, TX 77320
Relationship: Daughter
Share of Community Property: 25%
Share of Separate Personal Property: 33.33%
Share of Separate Real Property: ~~33.33%~~ *50% subject to life estate*
- c. Name: William Walker, an adult
Address: 431 Indian Summer Drive, Sugarland, Texas 77479
Relationship: Son
Share of Community Property: 25%
Share of Separate Personal Property: 33.33%
Share of Separate Real Property: ~~33.33%~~ *50% subject to life estate*

IT IS ORDERED and DECREED that Kenna Seiler, the Attorney Ad Litem appointed to represent the interests of the Defendants, is allowed a fee of \$ *by separate court order.* to be paid out of the ~~assets of the Decedent.~~

SIGNED on the 18 day of JUNE, 2021.

FILED FOR RECORD

At 2:03 o'clock P M

JUN 18 2021

KARI FRENCH, COUNTY CLERK

WALKER COUNTY, TEXAS

By *[Signature]* Deputy

Judy Sorensen

JUDGE PRESIDING

No. 9985PR

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS

**ORDER GRANTING INDEPENDENT ADMINISTRATION AND
AUTHORIZING LETTERS OF ADMINISTRATION PURSUANT TO
SECTION 401.003 OF THE TEXAS ESTATES CODE**

On this day came on to be heard the Application filed herein by Frank Robinson III on May 5, 2021, for an independent administration and for the issuance of Letters of Administration to Frank Robinson III in the Estate of Karen Robinson pursuant to Section 401.003 of the Texas Estates Code.

The Court, after having heard and considered the evidence, finds that legal notices of the filing of said Application have been issued and posted in the manner and for the length of time required by law, and no one came to contest same; that Decedent died at 1417 20 1/2 Street Huntsville, Walker County, Texas on March 30, 2021; that this Court has jurisdiction and venue over the estate because Decedent was domiciled in Texas and had a fixed place of residence in Walker County, Texas at the time of her death; that it has been determined through a proceeding to declare heirship that the heirs identified in the above-referenced Application constitute all of the Decedent's heirs and are all of the distributees of Decedent's estate, that the distributees have received notice of the applications to open an independent administration; that four years have not elapsed since the death of Decedent or prior to the said Application; that a necessity exists for the administration of this estate; and that Decedent was divorced from Dale Walker in approximately 2007.

IT IS THEREFORE ORDERED AND DECREED by the Court that an independent

administration of the Estate of Karen Robinson is granted and that Frank Robinson III be, and is hereby appointed Independent Administrator of said Estate without bond.

IT IS FURTHER ORDERED by the Court that Letters of Administration in the Estate of Karen Robinson, Deceased, be and the same are hereby granted, that the Clerk shall issue said Letters of Administration to Frank Robinson III, as Independent Administrator, when qualified according to law, and that no other action shall be had in this Court other than the return of an Inventory, Appraisalment and List of Claims as required by law, or an affidavit in lieu of the Inventory, Appraisalment and List of Claims, and the notice to distributees required by Section 308.001 et seq. of the Texas Estates Code. No interested person has filed an application for the appointment of appraisers, and appointment of appraisers by the Court is waived.

SIGNED this 18 day of JUNE, 2021.

FILED FOR RECORD

At 1:59 o'clock P M

JUN 18 2021 (50)

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS

By [Signature] Deputy

[Signature]

JUDGE PRESIDING

CAUSE NO. 9985PR

IN THE ESTATE/GUARDIANSHIP OF § IN THE COUNTY COURT
KAREN ROBINSON, § AT LAW
 § WALKER COUNTY, TEXAS
 DECEASED / WARD §

ORDER APPROVING APPOINTMENT FEES

On May 5, 2021, the Court appointed Kenna M. Seiler, TSB# 13944250 (if applicable) as a(n):

- Attorney ad Litem for unknown heirs of Karen Robinson
- Guardian ad Litem for _____
- Guardian for _____
- Mediator.
- Competency Evaluator for _____

On this date, the Court approves the following fees payable to Seiler Mitby, PLLC (the law firm with whom the Appointee was employed at the time of appointment),

*If applicable:

Attorney hours: 2.9 at \$75.00 / hour.

Paralegal hours: .8 at \$45.00 / hour.

Employee hours: _____ at _____ / hour.

Total billed hours: 3.7

Total billed expenses: \$0.00

Amount of Total Fees Approved \$ 253.50

IT IS ORDERED THAT such appointee's fees are paid as follows:

\$ _____ paid by

Funds on deposit in the Court Registry for this proceeding, less administrative fees.

\$ _____ paid by

Estate of _____

Applicants: _____

Walker County Treasury

Other: _____

SIGNED ON JUNE 18, 2021

FILED FOR RECORD

At 2:05 o'clock P M

JUN 18 2021

KARL FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS

By: [Signature] Deputy

[Signature]

JUDGE PRESIDING

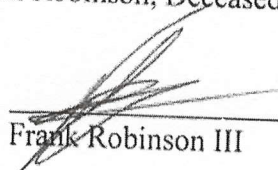
No.9985PR

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS

OATH OF ADMINISTRATOR

I, Frank Robinson III, do solemnly swear that Karen Robinson, deceased, died without leaving any lawful will, so far as I know or believe, and that I will well and truly perform all the duties of Administrator of the Estate of Karen Robinson, Deceased.


Frank Robinson III

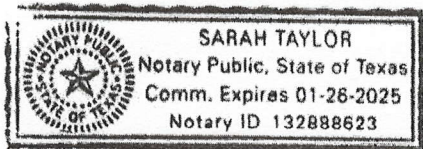
STATE OF TEXAS

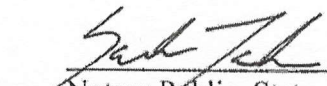
§

COUNTY OF WALKER

§

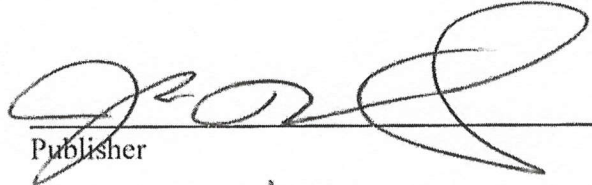
SUBSCRIBED AND SWORN TO BEFORE ME by Frank Robinson III, the 18 day of June, 2021 in the capacity therein stated.




Notary Public, State of Texas

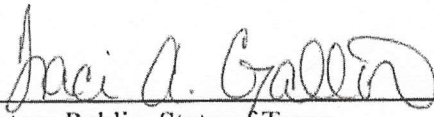
PUBLISHER'S AFFIDAVIT

"I solemnly swear that the above notice was published once in the "Huntsville Item " newspaper, as provided in the Texas Estates Code for the service of citation or notice by publication, and the date borne by the issue of the newspaper in which said notice was published was June 19, 2021."

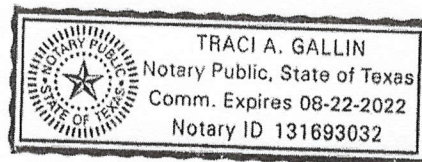


Publisher

SWORN TO AND SUBSCRIBED BEFORE ME by Jake Meek on this the 23rd
day of June, 2021.



Notary Public, State of Texas



NOTICE TO CREDITORS

Notice is hereby given that original Letters of Administration for the Estate of Karen Robinson, Deceased, were issued on June 18, 2021, in Cause No. 9985PR, pending in the County Court at Law of Walker County, Texas, to: Frank Robinson III.

All persons having claims against this Estate which is currently being administered are required to present them to the undersigned within the time and in the manner prescribed by law.

c/o: **DEVAN D. DAWSON**

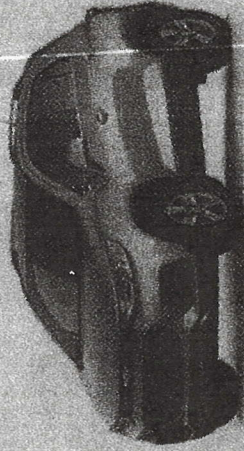
Attorney at Law
1300 11th Street, Suite 405
HUNTSVILLE, TX 77340

DATED the 18th day of June 2021.

DEVAN D. DAWSON
Attorney for Frank Robinson III
State Bar No.: 24104106
1300 11th Street, Suite 405
HUNTSVILLE, TX 77340
Telephone: (936) 295-3712
Facsimile: (936) 295-3714
E-mail: hmp@hmp-attorneys.com



2021 TRAX



12%

No. 9985PR

**IN THE ESTATE OF
KAREN ROBINSON,
DECEASED**

**§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS**

APPLICATION FOR SALE OF REAL PROPERTY

TO THE HONORABLE JUDGE OF SAID COURT:

Frank Robinson III, Independent Administrator of the Estate of Karen Robinson (the "Administrator") files this Application for Sale of Real Property belonging to partially to the Estate of Karen Robinson and shows in support:

1. The Decedent, Karen Robinson, died on March 30, 2021.
2. Before the Decedent's death, the Administrator and the Decedent were in the process of selling the real estate mentioned in this motion.
3. The Administrator received Letters of Administration on June 18th, 2021. Exhibit B.
4. Exhibit A, attached to this application, contains the legal description of the real property that the Applicant wishes to sell. This sale consists of the Estate's 50% interest in the following properties:

- A. Tract One: BEING 19.92 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas in the City of Huntsville, Walker County, Texas, and being out of and a part of the 172.27 acre "Unrestricted Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas and

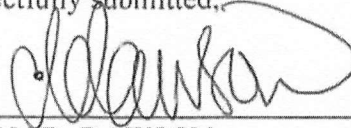
being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

- B. Tract Two: BEING 3.28 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas in the City of Huntsville, Walker County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.
- C. Tract Three: BEING 10.192 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37 Walker County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.
- D. Tract Four" UNRESTRICTED RESERVE "A" (containing 5.177 acres of land) of the MINOR PLAT OF JOHN HICKS 45.771 ACRE SUBDIVISION, situated in the City of Huntsville, Wiley Parker Survey A-37, Walker County, Texas, according to the map or plat thereof recorded in Volume 5, Page 180 of the Plat Records of Walker County, Texas.
- E. Tract Five: a portion of the following tract, which is part separate property owned by Frank J Robinson III and part community property purchased during the marriage of Frank J. Robinson III and Karen Lee Robinson: 49.1 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas and being more particularly described in deed dated May 16, 2012 from Lisa N. Elliot to Frank J. Robinson III, recorded in Volume 1024, Page 312 and in deed dated April 21, 2011 from Lisa N. Elliot to Frank J. Robinson III, recorded in Volume 977, Page 801.

5. This application is accompanied with attached Exhibit C, verified by affidavit, showing fully and in detail the condition of this estate and containing all information required by section 356.251 of the Texas Estates Code.
6. It is necessary and advisable to sell the Estate's interest in the Property in order to dispose of an interest in real property, which stands to make a substantial profit.
7. It would be in the best interest of this Estate for the properties to be sold at private sale for cash or such other terms as may be authorized by law.

WHEREFORE, Applicant Frank Robinson III requests that citation be issued as required by law and that, after a hearing on this Application, the Court enter an order authorizing Applicant to sell the Property at a private sale on the terms requested or as may be authorized by law.

Respectfully submitted,



DEVAN D. DAWSON
Attorney for Frank Robinson III
State Bar No.: 24104106
1300 11th Street, Suite 405
HUNTSVILLE, TX 77340
Telephone: (936) 295-3712
Facsimile: (936) 295-3714
E-mail: hmp@hmp-attorneys.com

Ex A

Filed: 8/16/2021 4:10 PM
Kari French
County Clerk
Walker County, Texas
Stacey Soileau

BEING 19.92 acres, more or less, situated in the WILEY PARKER SURVEY, A-97, in the City of Huntsville, Walker County, Texas, and being out of and a part of the 172.27 acre "Unsettled Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas, said 19.92 acres being more fully described by assize and touch as follows:

COMMENCING at an iron rod found for the southeast corner of the Frank Robinson 122 acre tract, same being the upper west interior corner of said 199.73 acre tract;

THENCE N 00°14' W, 705.79 feet of a 1/2" iron rod set in the east boundary of said Frank Robinson 122 acre tract for the southeast corner of the lands described next and the PLACE OF BEGINNING;

THENCE N 00°14' W, with said east boundary of Frank Robinson 122 acre tract, passing an iron rod for reference at 227.9 feet, continuing a total distance of 282.43 feet to a 1/2" iron rod in the center of Parker Creek;

THENCE with the meanders of Parker Creek as follows:

- 1) N 89°37' W, 28.27 feet.
- 2) N 25°43' E, 79.07 feet.
- 3) N 26°41' E, 103.70 feet.
- 4) N 19°33' E, 114.92 feet.
- 5) N 32°09' E, 128.23 feet.
- 6) N 72°49' E, 132.67 feet.
- 7) N 62°44' E, 35.43 feet.
- 8) N 51°49' E, 91.98 feet.
- 9) N 43°22' E, 63.42 feet.
- 10) N 25°57' E, 60.59 feet.
- 11) N 62°40' E, 77.36 feet.
- 12) S 62°08' E, 183.01 feet.
- 13) S 97°33' E, 73.06 feet.
- 14) S 08°18' E, 66.93 feet.
- 15) N 33°57' E, 62.62 feet.
- 16) N 62°50' E, 72.61 feet to the point of intersection of Parker Creek with the southeast right-of-way line of the Old Oakland Lumber Company tract next, same being the southeast corner of the W. H. Keith 48.33 acre tract, deed of record in Volume 222, Page 357;

THENCE S 42°46' E, with the said southeast right-of-way line of the Old Oakland Lumber Company tract next, passing an iron rod for reference at a line corner at 136.99 feet, continuing a total distance of 165.93 feet to a 1/2" iron rod set for the most westerly corner of the lands described next;

THENCE S 21°21' W, 1659.26 feet across said 199.73 acre tract to the PLACE OF BEGINNING.

EXHIBIT "A"
Page 1 of 3

BEING 3.28 acres of land more or less situated in the WILBY PARKER SURVEY, A.37, Walker County, Texas and being out of the northwest corner of a called 199.73 acre tract conveyed to W.A. Coffey, Trustee in a deed dated May 11, 1935 and recorded in Volume 412, Page 211 of the Deed Records of Walker County, Texas, said 3.28 acres being more particularly described by means and bounds as follows:

BEGINNING at 12° 00' 00" and found for the northwest corner of the northeast of the said 199.73 acre tract, same being the southeast corner of a called 199.22 acres which belongs to Frank J. Robinson Sr. (Volume 144, Page 178, O.R.) and is a part of the original 199.73 acre tract, the beginning point also being in the east property line of a Frank J. Robinson, Sr., 122 acre tract (Vol. 99, Page 657, Walker County Deed Records);

THENCE N 81° 17' 20" E with the north line of the said 199.73 acre tract, same being the north line of the said 199.22 acre tract, 275.42 feet to a 5/8" iron rod set for the northeast corner of the herein described 3.28 acre tract;

THENCE S 00° 04' 00" E, 547.03 E. to a 5/8" iron rod found for the northeast corner of a 60 ft. easement which was conveyed by Ed. West and Frank J. Robinson Sr. to the public and is recorded in a document dated September 4, 1951, Volume 151, Page 224 of the Walker County Official records;

THENCE S 89° 54' 00" W, with the north line of said 60 ft. easement 270 E. to its northwest termination in the west line of the said northeast of the 199.73 acre tract and the east line of the said Frank J. Robinson Sr. 122 acre tract, a 5/8" iron rod found;

THENCE N 01° 19' 40" W, with the 199.22 and 122 acre common line, 503.64 E., to the PLACE OF BEGINNING.

EXHIBIT "A"
Page 2 of 3

LEGAL DESCRIPTION
24677 SQUARE FEET OR APPROX 0.56 ACRES
WALKER PARKER SURVEY Abstract No. 37
City of Huntsville, Walker County, Texas

24677 ACRES, more or less, situated in the City of Huntsville and being a portion of the WALKER PARKER SURVEY, ABSTRACT NO. 37, Walker County, Texas, and being the same tract as is called 30.13 acre tract conveyed by Frank J. Robinson III and Janet T. Robinson to Janet T. Robinson by deed recorded on September 28, 2012 in Volume 1862, Page 187, Official Public Records of Walker County, and also the same tract as that conveyed to Frank J. Robinson III and Janet T. Robinson by deed recorded on February 2, 2002 in Volume 492, Page 683, Official Records of Walker County, and being out of and a part of a called 159.79 acre tract conveyed by deed from Simon W. Mendonca to W. B. Conley, said deed recorded in Volume 412, Page 213, Deed Records of Walker County, said 24677 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at a "T" fence corner for the northwest corner of the herein described tract, and going hence also the northeast corner of a called 3.26 acre tract, called "Tract Three", the deed from Frank J. Robinson III to Janet T. Robinson by deed recorded on August 7, 2011 in Volume 826, Page 212, Official Public Records, and also being on the south line of a called 19.92 acre tract conveyed to Frank J. Robinson III and called "Tract Two" in some deed, and from which point a 1" iron rod found for the southeast corner of said called 19.92 acre tract bears S 20° 28' 42" W 273.07' (call S 61° 17' 26" W 275.67');

THENCE S 21° 42' 40" E 1381.65 feet (call N 61° 15' 50" E 1384.65'), along the common line between said Robinson called 30.13 acre tract and said Robinson called 19.92 acre tract, and generally along a barbed wire fence, by a 3/8 inch iron rod found for the northeast corner of the herein described tract, from which point a 3/8 inch iron rod found at a fence corner for reference and apparently set by previous survey for said northern corner bears N 78° 21' 23" E 5.01 feet, said set corner being also on the southwest line of lot 1, a called 30.59 acre tract out of the John Lewis 15.775 Acre Subdivision, a subdivision in the City of Huntsville Walker County, Texas, according to the plat of said subdivision recorded in Volume 2, Page 180, Official Records of Walker County;

THENCE S 51° 43' 40" E 234.07 feet (call S 49° 40' 05" E 150.00'; ticks call S 51° 43' 40" E) along the common line between said Robinson called 15.19 acre tract and said lot 1 of said John Lewis subdivision, to a 3/8 inch iron rod set for the southeast corner of the herein described tract, from which point a 3/8" iron rod with orange cap marked "A" Deed PLS 1597' found for reference only and apparently set for the northeast corner of this tract by previous survey bears S 51° 43' 40" E 4.97', said set corner being also the northeast corner of a called 30.27 acre tract, called "Tract 1" by a deed from Precision Construction and Development LLC to Medical Properties LLC, said deed recorded on November 26, 2011 in Volume 1002, Page 704, Official Records;

THENCE S 51° 15' 32" W 479.61 feet (call S 65° 06' 32" W 473.27'), along the common line between said Robinson called 10.19 acre tract and said Medical Properties LLC, from which point a 3/8 inch iron rod with orange cap marked "B" Deed PLS 1593' found for an exterior southeast corner of the herein described tract;

THENCE S 75° 21' 41" W 1101.79 feet (call S 85° 15' 05" W 1101.89') along the common line between said Robinson called 20.19 acre tract and said Medical Properties LLC, by a 3/8 inch iron rod found under a barbed wire fence for the southeast corner of the herein described tract, and point being on the east line of said Robinson called 1.28 acre tract, and from which point a 5/8 inch iron rod found for the northeast corner of said Robinson called 3.26 acre tract bears S 2° 47' 48" E 214.47';

THENCE N 25° 07' 20" W 332.44 feet (call N 07° 00' 53" W 332.57'), generally along a Road one to the PLACE OF BEGINNING and containing 24.192 acres of land.

Note 1: All bearings shown herein are referenced to the following City of Huntsville Central Meridian North Azimuth System of 1983 (NAD 83 (1983)) Central Meridian:

Block	North (N)	East (E)	West (W)
6590	10066240.707	3796971.048	110.702
6011	10070246.616	3796676.758	282.243

Note 2: All corner data set are 1/8" iron rods and 1" iron rods are marked "STARR SURV 6PLS 3994".

Gerald E. Harris, II, RPLS No. 3812, State of Texas, Commission Expires 09/30/14
 State Surveying
 1822 S. 22nd Street, Ste. 418
 Houston, TX 77240
 281-663-0037

EXHIBIT "A"
 Page 3 of 3

EX B

Filed: 8/16/2021 4:10 PM
Kari French
County Clerk
Walker County, Texas
Stacey Soileau



LETTERS OF ADMINISTRATION

Cause Number: 9985PR

**THE STATE OF TEXAS
COUNTY OF WALKER**

§

**COUNTY COURT AT LAW
WALKER COUNTY, TEXAS**

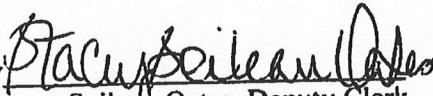
I, Kari A. French, the undersigned clerk of the COUNTY COURT AT LAW of Walker County, Texas, do hereby certify that on the 18TH DAY OF JUNE, 2021, FRANK ROBINSON, III, was duly granted by said Court Letters of Administration upon the Estate of KAREN ROBINSON, Deceased, and on the 18TH DAY OF JUNE, 2021, FRANK ROBINSON, III, qualified as such as the law requires, and that said appointment is still in full force and effect.

Given under my hand and seal of office at Huntsville, Texas, on June 21, 2021.

THESE ARE, THEREFORE, GIVEN to prove capacity to act as such.

Kari A. French
Walker County Clerk
Walker County, Texas



By: 
Stacey Soileau Oates, Deputy Clerk

Real Property:

- 1 Tract One: BEING 19.92 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas in the City of Huntsville, Walker County, Texas, and being out of and a part of the 172.27 acre "Unrestricted Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.
- 2 Tract Two: BEING 3.28 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas in the City of Huntsville, Walker County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.
- 3 Tract Three: BEING 10.192 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37 Walker County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.
- 4 Tract Four" UNRESTRICTED RESERVE "A" (containing 5.177 acres of land) of the MINOR PLAT OF JOHN HICKS 45.771 ACRE SUBDIVISION, situated in the City of Huntsville, Wiley Parker Survey A-37, Walker County, Texas, according to the map or plat thereof recorded in Volume 5, Page 180 of the Plat Records of Walker County, Texas.

Personal Property

1. Clothes: \$1,000.00
2. Jewelry: \$500.00

List of Claims Owed to Estate - No claim is due or owing to the Estate.

"II. The sale sought in the foregoing Application for Sale of Real Property is necessary and advisable for the following reason:

1. The Estate owns an interest in said property.
2. The Administrator and the Decedent were in the process of the sale of this real estate before the date of decedent's death and failure to sell the real estate would result in a breach of contract lawsuit being filed against the Administrator, for the Administrator and the Decedent entered into a contract to sell the real estate to a real estate developer who is relying on the sale of this real estate moving forward.

"I, Frank J. Robinson III, Administrator with Will Annexed of the Estate of Karen Robinson, Deceased, do solemnly swear that the foregoing Verified Exhibit is a full and complete description of the condition of the property of this Estate."

STATE OF TEXAS

COUNTY OF WALKER

Frank J. Robinson III
Administrator With Will Annexed of the Estate of
Karen Robinson, Deceased
§

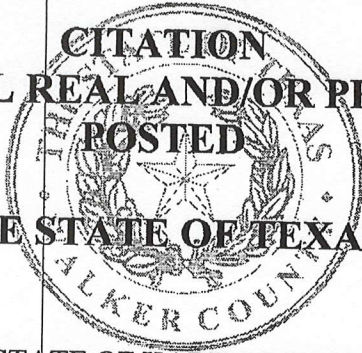
§

BEFORE ME, the undersigned authority, on this day personally appeared Frank J. Robinson III, the duly appointed, qualified, and acting Administrator With Will Annexed of the Estate of Karen Robinson, Deceased, and having been duly sworn, states that the foregoing Application for Sale of Real Property is true and correct in every respect.

SUBSCRIBED AND SWORN TO BEFORE ME by Frank J. Robinson III, on this the ___ day of _____, 2021, to certify which witness my hand and seal of office.

Notary Public, State of Texas

**CITATION
APPLICATION TO SELL REAL AND/OR PERSONAL PROPERTY
POSTED
THE STATE OF TEXAS**



Notice in Probate:

To all persons interested in THE ESTATE OF KAREN ROBINSON, DECEASED, Cause Number 9985PR, COUNTY COURT AT LAW, Walker County, Texas. FRANK ROBINSON, III, INDEPENDENT ADMINISTRATOR, filed, in the said Court of Walker County, Texas, an APPLICATION FOR SALE OF REAL PROPERTY.

Said Application and any opposition may be heard and acted on by said Court at 10 o'clock a.m. on the first Monday next after expiration of 10 days from date of posting this Citation at the County Courthouse in Huntsville, Texas.

All persons interested in said estate are hereby cited to appear before said Honorable Court at said above mentioned time and place by filing a written answer contesting such Application should they desire to do so prior to said hearing time and date.

The officer executing the Citation shall post the copy of this Citation at the Courthouse door in the County in which this proceeding is pending, or at the place in or near said Courthouse where public notices customarily are posted, for not less than 10 days before the return date thereof, exclusive of the date of posting and return the original copy of this Citation to the Clerk stating in a written return thereon the time when and the place where he posted such copy.

Given under my hand and seal of said court at this office in Huntsville, Texas, this day, August 17, 2021.



Kari A. French
Walker County Clerk
Walker County, Texas

By: Stacey Spileau Oates, Deputy
Stacey Spileau Oates

SHERIFF'S RETURN

Came to hand on the 17th day of August A.D. 20 21, at 11:15 o'clock A .M., and executed on the 17th day of August A.D. 2021, by posting a copy of the within citation for ten days, exclusive of the day of posting, before the return day hereof, at the County Courthouse door of Walker County, Texas or at the place in or near the said courthouse where public notices customarily are posted.

Posting Citation \$ 35

FILED FOR RECORD

At 11:19 o'clock A M

AUG 17 2021

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS

By: [Signature] Deputy

By

[Signature] Clint McRae, Sheriff
Walker County, Texas
Deputy.

No. 9985PR

**IN THE ESTATE OF
KAREN ROBINSON,
DECEASED**

§ **IN COUNTY COURT AT LAW**
§
§ **OF**
§
§ **WALKER COUNTY, TEXAS**

ORDER FOR SALE OF REAL PROPERTY

On this date, the Court considered the Application for Sale of Real Property. The Court finds as follows:.

1. The application was accompanied by an exhibit, verified by affidavit, showing the condition of the estate, and the application and exhibit meet the requirements of 356.251 of the Texas Estates Code.
2. A legal description of the real property to be sold is contained in Exhibit A, attached to the application and is made a part of this order.
3. The sale sought in the foregoing application is necessary and advisable in order to sell the Estate's 50% interest in real property, and the sales process was started by the Decedent and the Administrator before the date the Decent passed away.
4. The application should be granted and the property should be sold in a private sale. IT IS THEREFORE ORDERED that after the sale has been made, a report of sale be returned as required by law for the property.

SIGNED this 30 day of AUGUST, 2021.

Judy Sorensen
JUDGE PRESIDING

FILED FOR RECORD
At 9:18 o'clock A M
AUG 30 2021

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By [Signature] Deput

ORDER FOR SALE OF REAL PROPERTY

No. 9985PR

IN THE ESTATE OF § **IN COUNTY COURT AT LAW**
§
KAREN ROBINSON, § **OF**
§
DECEASED § **WALKER COUNTY, TEXAS**

AMENDED APPLICATION FOR SALE OF REAL PROPERTY

TO THE HONORABLE JUDGE OF SAID COURT:

Frank Robinson III, Independent Administrator of the Estate of Karen Robinson (the "Administrator") files this Amended Application for Sale of Real Property belonging to partially to the Estate of Karen Robinson and shows in support:

1. This application was amended solely to add the legal description to Tract 5 of the attached Exhibit "A."
2. The Decedent, Karen Robinson, died on March 30, 2021.
3. Before the Decedent's death, the Administrator and the Decedent were in the process of selling the real estate mentioned in this motion.
4. The Administrator received Letters of Administration on June 18th, 2021. Exhibit B.
5. Exhibit A, attached to this application, contains the legal description of the real property that the Applicant wishes to sell. This sale consists of the Estate's 50% interest in the following properties:
 - A. Tract One: BEING 19.92 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas in the City of Huntsville, Walker County, Texas, and being out of and a part of the 172.27 acre

"Unrestricted Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

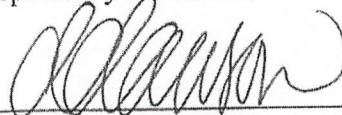
- B. Tract Two: BEING 3.28 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas in the City of Huntsville, Walker County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.
- C. Tract Three: BEING 10.192 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37 Walker County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto.
- D. Tract Four" UNRESTRICTED RESERVE "A" (containing 5.177 acres of land) of the MINOR PLAT OF JOHN HICKS 45.771 ACRE SUBDIVISION, situated in the City of Huntsville, Wiley Parker Survey A-37, Walker County, Texas, according to the map or plat thereof recorded in Volume 5, Page 180 of the Plat Records of Walker County, Texas.
- E. Tract Five: a portion of the following tract, which is part separate property owned by Frank J Robinson III and part community property purchased during the marriage of Frank J. Robinson III and Karen Lee Robinson: 49.1 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas and being more particularly described in deed dated May 16, 2012 from Lisa N. Elliot to Frank J. Robinson III, recorded in Volume 1024, Page 312 and in deed

dated April 21, 2011 from Lisa N. Elliot to Frank J. Robinson III, recorded in Volume 977, Page 801.

6. This application is accompanied with attached Exhibit C, verified by affidavit, showing fully and in detail the condition of this estate and containing all information required by section 356.251 of the Texas Estates Code.
7. It is necessary and advisable to sell the Estate's interest in the Property in order to dispose of an interest in real property, which stands to make a substantial profit.
8. It would be in the best interest of this Estate for the properties to be sold at private sale for cash or such other terms as may be authorized by law.

WHEREFORE, Applicant Frank Robinson III requests that citation be issued as required by law and that, after a hearing on this Application, the Court enter an order authorizing Applicant to sell the Property at a private sale on the terms requested or as may be authorized by law.

Respectfully submitted,



DEVAN D. DAWSON
Attorney for Frank Robinson III
State Bar No.: 24104106
1300 11th Street, Suite 405
HUNTSVILLE, TX 77340
Telephone: (936) 295-3712
Facsimile: (936) 295-3714
E-mail: hmp@hmp-attorneys.com

THESE TERMS AND CONDITIONS shall apply to the policy covering the property described herein and shall be a part of the policy and the contract thereunder. Any provision herein which is in conflict with the provisions of the policy shall be null and void.

COVERAGE shall be provided for the conditions of the policy as set forth herein and shall be subject to the terms and conditions of the policy.

THESE TERMS AND CONDITIONS shall apply to the policy covering the property described herein and shall be a part of the policy and the contract thereunder.

THESE TERMS AND CONDITIONS shall apply to the policy covering the property described herein and shall be a part of the policy and the contract thereunder.

THESE TERMS AND CONDITIONS shall apply to the policy covering the property described herein and shall be a part of the policy and the contract thereunder.

- 1. Name of insured
- 2. Address of insured
- 3. Description of property
- 4. Amount of coverage
- 5. Term of coverage
- 6. Name of agent
- 7. Name of broker
- 8. Name of underwriter
- 9. Name of reinsurer
- 10. Name of policyholder
- 11. Name of beneficiary
- 12. Name of assignee
- 13. Name of mortgagee
- 14. Name of lienholder
- 15. Name of title company
- 16. Name of title insurer
- 17. Name of title agent
- 18. Name of title broker
- 19. Name of title underwriter
- 20. Name of title reinsurer

THESE TERMS AND CONDITIONS shall apply to the policy covering the property described herein and shall be a part of the policy and the contract thereunder.

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THESE TERMS AND CONDITIONS shall apply to the policy covering the property described herein and shall be a part of the policy and the contract thereunder.

EXHIBIT "A"
Page 1 of 9

3.

1. [Illegible text]

2. [Illegible text]

3. [Illegible text]

4. [Illegible text]

5. [Illegible text]

EXHIBIT "A"
Page 2 of 9

Lloyd C. Martin
1107 University Avenue
Huntsville, Texas 77340

Bk Vol Pg
00003718 OR 1024 312

EXCHANGE DEED

NOTICE OF CONFIDENTIALITY 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.

THE STATE OF TEXAS
COUNTY OF WALKER

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, **LISA N. ELLIOTT** (hereinafter called "Grantor"), in consideration of the sum of Ten & No/100 Dollars (\$10.00) in hand paid by **FRANK J. ROBINSON, III**, whose mailing address is 312-A Jenkins Road, Huntsville, Walker County, Texas 77320 (hereinafter called "Grantee"), and the further and actual consideration of the conveyance of 10.00 acres of land in the Wiley Parker Survey, A-37, Walker County, Texas, by deed of even date herewith from Grantee to Grantor in exchange for the land hereinafter described, the receipt of which is hereby acknowledged, have **GRANTED, SOLD and CONVEYED**, and by these presents do **GRANT, SELL and CONVEY** unto the Grantee all of my undivided interest in and to that certain property situated in Walker County, Texas, and described as follows:

BEING the unsold portion of that certain 122 acre tract of land situated in the **WILEY PARKER SURVEY, A-37**, more fully described in that certain deed from **J.E. Allen to J.H. and P.H. Robinson** dated November 6, 1916, recorded in Volume 41, Page 521 of the Deed Records, Walker County, Texas.

This conveyance is made subject to all restrictions, easements, conditions, covenants and conveyances or exceptions of minerals or royalty, if any, of record in the Office of the County Clerk of Walker County, Texas, applicable to and enforceable against the above described property.

LIFE ESTATE RESERVED

There is excepted from this conveyance and reserved in favor of **Frank J. Robinson, Jr.** a like estate in and to the above described property as described in and conveyed by deed dated August 9, 1996 from **Frank J. Robinson, Sr.** to **Frank J. Robinson, Jr.**, recorded in Volume 293, Page 899 of the Official Public Records, Walker County, Texas.

It is expressly agreed that any liens that would arise in favor of either party by operation of law, by reason of the exchange of property, shall not exist in favor of either party against the other, and any and all implied liens so arising are expressly waived and released by the parties hereto.

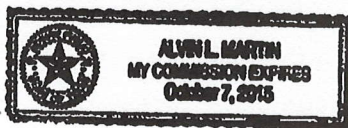
TO HAVE AND TO HOLD the said premises, together with all and singular the rights, hereditaments and appurtenances there unto belonging unto the Grantee, his heirs, personal representatives, successors and assigns, forever, subject to the exceptions, easements, reservations, conveyances, conditions and limitations, if any, above set forth; and Grantor does hereby bind herself, her heirs and assigns to **WARRANT and FOREVER DEFEND** all and singular the said premises unto the Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the exceptions, easements, conveyances, reservations, conditions and limitations, if any, above set forth.

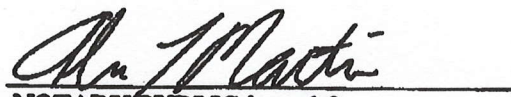
EXECUTED this 16th day of May, 2012.


LISA N. ELLIOTT

THE STATE OF TEXAS §
 §
COUNTY OF WALKER §

This instrument was acknowledged before me on the 16th day of May, 2012, by LISA N. ELLIOTT.




NOTARY PUBLIC in and for
The State of Texas.

Bk Vol Ps
00003718 OR 1024 314

Filed for Record in:
Walker County

On: May 21, 2012 at 03:04P

As a
Recording

Document Number: 00003718

Amount: 24.00

Receipt Number - 61111

By,
Rachel Yarabek

STATE OF TEXAS COUNTY OF WALKER
I hereby certify that this instrument was
filed on the date and time stamped herein by me
and was duly recorded in the volume and page
of the named records, of
Walker County
as stamped herein by me.
May 21, 2012

Kari A. French, County Clerk
Walker County

Lloyd C. Martin
1107 University Avenue
Huntsville, Texas 77340

EXCHANGE DEED

NOTICE OF CONFIDENTIALITY 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.

THE STATE OF TEXAS
COUNTY OF WALKER

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

That I, LISA N. ELLIOTT (hereinafter called "Grantor"), in consideration of the sum of Ten & No/100 Dollars (\$10.00) in hand paid by FRANK J. ROBINSON, III, whose mailing address is 312-A Jenkins Road, Huntsville, Walker County, Texas 77320 (hereinafter called "Grantee"), and the further and actual consideration of the conveyance of 10.00 acres of land in the Wiley Parker Survey, A-37, Walker County, Texas, by deed of even date herewith from Grantee to Grantor in exchange for the land hereinafter described, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the Grantee all of my undivided interest in and to that certain property situated in Walker County, Texas, and described as follows:

BEING the unsold portion of that certain 122 acre tract of land situated in the WILEY PARKER SURVEY, A-37, more fully described in that certain deed from J.E. Allen to J.H. and P.H. Robinson dated November 6, 1916, recorded in Volume 41, Page 521 of the Deed Records, Walker County, Texas.

This conveyance is made subject to all restrictions, easements, conditions, covenants and conveyances or exceptions of minerals or royalty, if any, of record in the Office of the County Clerk of Walker County, Texas, applicable to and enforceable against the above described property.

LIFE ESTATE RESERVED

There is excepted from this conveyance and reserved in favor of Frank J. Robinson, Jr. a like estate in and to the above described property as described in and conveyed by deed dated August 9, 1996 from Frank J. Robinson, Sr. to Frank J. Robinson, Jr., recorded in Volume 293, Page 899 of the Official Public Records, Walker County, Texas.

J:\Legal\Deed\Robinson\EXCHANGE-Frank.doc

Bk Vol Pg
00002530 OR 977 801

It is expressly agreed that any liens that would arise in favor of either party by operation of law, by reason of the exchange of property, shall not exist in favor of either party against the other, and any and all implied liens so arising are expressly waived and released by the parties hereto.

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, hereditaments and appurtenances there unto belonging unto the Grantee, his heirs, personal representatives, successors and assigns, forever, subject to the exceptions, easements, reservations, conveyances, conditions and limitations, if any, above set forth; and Grantor does hereby bind herself, her heirs and assigns to **WARRANT and FOREVER DEFEND** all and singular the said premises unto the Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the exceptions, easements, conveyances, reservations, conditions and limitations, if any, above set forth.

EXECUTED this 21st day of April, 2011.


LISA N. ELLIOTT

THE STATE OF TEXAS §
 §
COUNTY OF WALKER §

This instrument was acknowledged before me on the 21st day of April, 2011, by LISA N. ELLIOTT.




NOTARY PUBLIC in and for
The State of Texas.

Bk Vol Ps
00002530 OR 977 803

Filed for Record in:
Walker County

On: Apr 21, 2011 at 03:41P

As a
Recording

Document Number: 00002530

Amount: 15.00

Receipt Number - 51439

By:
Jenna Dunn

STATE OF TEXAS COUNTY OF WALKER
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:
Walker County
as stamped hereon by me.

Apr 21, 2011

Kari A. French, County Clerk
Walker County



LETTERS OF ADMINISTRATION

Cause Number: 9985PR

THE STATE OF TEXAS
COUNTY OF WALKER

§

COUNTY COURT AT LAW
WALKER COUNTY, TEXAS

I, Kari A. French, the undersigned clerk of the COUNTY COURT AT LAW of Walker County, Texas, do hereby certify that on the 18TH DAY OF JUNE, 2021, FRANK ROBINSON, III, was duly granted by said Court Letters of Administration upon the Estate of KAREN ROBINSON, Deceased, and on the 18TH DAY OF JUNE, 2021, FRANK ROBINSON, III, qualified as such as the law requires, and that said appointment is still in full force and effect.

Given under my hand and seal of office at Huntsville, Texas, on June 21, 2021.

THESE ARE, THEREFORE, GIVEN to prove capacity to act as such.

Kari A. French
Walker County Clerk
Walker County, Texas



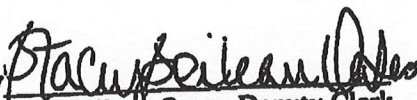
By 
Stacey Soileau Oates, Deputy Clerk

Exhibit B

No. 9985PR

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS

VERIFIED EXHIBIT SHOWING CONDITION OF THE ESTATE

STATE OF TEXAS §
COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared Frank J. Robinson III, Administrator, and after being duly sworn, stated that:

"I. Frank J. Robinson III is the duly appointed and qualified Administrator with Will Annexed of the Estate of Karen Robinson, Deceased, and in support of the Application for Sale of Real Property, submits this exhibit to the Court to show fully and in detail the condition of the Estate:

Charges and Claims - There are no charges and claims against the Estate that have been approved or established by suit other than the claims listed below."

1. USAASavings Bank: \$6,892.46
2. George Russell: \$100,000.00
3. Sue Russell: \$40,000.00
4. Discover card: March 30th balance: 2903.44
5. Target Card: Est. \$3k balance
6. Personal Amex: March 30th balance: 3,372.61
5. Amazon: Est. \$4k balance

Property Remaining on Hand - The following is a full and complete list of all property

owned by the Estate still remaining on hand and potentially liable for the payment of the above charges and claims:

Real Property:

- 1 Tract One: BEING 19.92 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas in the City of Huntsville, Walker County, Texas, and being out of and a part of the 172.27 acre "Unrestricted Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.
- 2 Tract Two: BEING 3.28 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas in the City of Huntsville, Walker County, Texas and being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.
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- 4 Tract Four" UNRESTRICTED RESERVE "A" (containing 5.177 acres of land) of the MINOR PLAT OF JOHN HICKS 45.771 ACRE SUBDIVISION, situated in the City of Huntsville, Wiley Parker Survey A-37, Walker County, Texas, according to the map or plat thereof recorded in Volume 5, Page 180 of the Plat Records of Walker County. Texas.

- 5 **Tract Five: a portion of the following tract, which is part separate property owned by Frank J Robinson III and part community property purchased during the marriage of Frank J. Robinson III and Karen Lee Robinson: 49.1 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas and being more particularly described in deed dated May 16, 2012 from Lisa N. Elliot to Frank J. Robinson III, recorded in Volume 1024, Page 312 and in deed dated April 21, 2011 from Lisa N. Elliot to Frank J. Robinson III, recorded in Volume 977, Page 801.**

Personal Property

1. **Clothes: \$1,000.00**
2. **Jewelry: \$500.00**

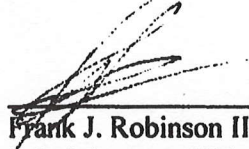
List of Claims Owed to Estate – None.

II. The sale sought in the foregoing Application for Sale of Real Property is necessary and advisable for the following reason:

1. **The Estate owns an interest in said property.**
2. **The Administrator and the Decedent were in the process of the sale of this real estate before the date of decedent's death and failure to sell the real estate would result in a breach of contract lawsuit being filed against the Administrator, for the Administrator and the Decedent entered into a contract to sell the real estate to a real estate developer who is relying on the sale of this real estate moving forward.**

"I, Frank J. Robinson III, Administrator with Will Annexed of the Estate of Karen Robinson, Deceased, do solemnly swear that the foregoing Verified Exhibit is a full and

complete description of the condition of the property of this Estate."



Frank J. Robinson III
Administrator With Will Annexed of the Estate of
Karen Robinson, Deceased

STATE OF TEXAS

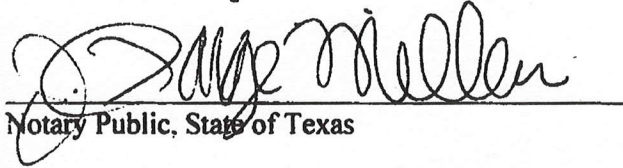
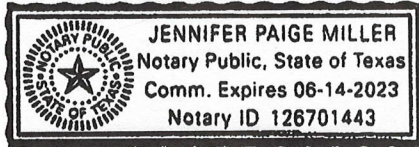
§

COUNTY OF WALKER

§

BEFORE ME, the undersigned authority, on this day personally appeared Frank J. Robinson III, the duly appointed, qualified, and acting Administrator With Will Annexed of the Estate of Karen Robinson, Deceased, and having been duly sworn, states that the foregoing Application for Sale of Real Property is true and correct in every respect.

SUBSCRIBED AND SWORN TO BEFORE ME by Frank J. Robinson III, on this the 10th day of August, 2021, to certify which witness my hand and seal of office.



Notary Public, State of Texas

No. 9985PR

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS

AMENDED ORDER FOR SALE OF REAL PROPERTY

On this date, the Court considered the Application for Sale of Real Property. The Court finds as follows:

1. The application was accompanied by an exhibit, verified by affidavit, showing the condition of the estate, and the application and exhibit meet the requirements of 356.251 of the Texas Estates Code.
2. A legal description of the real property to be sold is contained in Exhibit A, attached to the application and is made a part of this order.
3. The sale sought in the foregoing application is necessary and advisable in order to sell the Estate's 50% interest in real property, and the sales process was started by the Decedent and the Administrator before the date the Decent passed away.
4. The application should be granted and the property should be sold in a private sale. IT IS THEREFORE ORDERED that after the sale has been made, a report of sale be returned as required by law for the property.

SIGNED this 10 day of SEPTEMBER, 2021.

FILED FOR RECORD
At 7:20 o'clock P M
SEP 10 2021

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By [Signature] Deput

[Signature]

JUDGE PRESIDING

AMENDED ORDER FOR SALE OF REAL PROPERTY

No. 9985PR

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS

**AFFIDAVIT IN LIEU OF INVENTORY,
APPRAISEMENT, AND LIST OF CLAIMS**

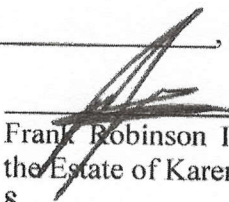
BEFORE ME, the undersigned authority, on this day personally appeared Frank Robinson III, known to me to be the person whose name is subscribed below, and stated under oath that the following is a correct and complete statement of the facts and matters to which it relates and all the contents thereof are true, complete, and correct to the best of Frank Robinson III's knowledge.

"My name is Frank Robinson III and I am of sound mind and capable of making this affidavit. I am personally acquainted with the facts herein stated;

"I am the Independent Administrator in the above-entitled cause;

"All of the known debts of the Estate, except secured debts and taxes, have been paid; and "All beneficiaries have received a verified, full, and detailed inventory of the estate."

SIGNED on SEPT 14th, 2021.

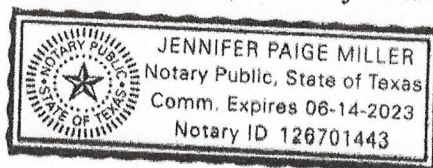


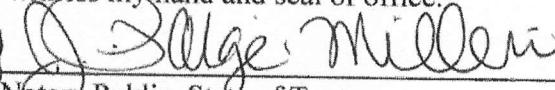
Frank Robinson III, Independent Administrator of
the Estate of Karen Robinson, Deceased

STATE OF TEXAS

COUNTY OF WALKER

SWORN TO AND SUBSCRIBED BEFORE ME on this the 14th day of September 2021 by Frank Robinson III, to certify which witness my hand and seal of office.





Notary Public, State of Texas

in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Estate's Interest: 50% interest

Description: TRACT FIVE: BEING 10.192 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Estate's Interest: 50% interest

Description: TRACT SIX: UNRESTRICTED RESERVE "A" (containing 5.177 acres of land), of the MINOR PLAT OF JOHN HICKS 46.771 ACRE SUBDIVISION, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, according to the map or plat thereof recorded in Volume 5, Page 180 of the Plat Records, Walker County, Texas.

Estate's Interest: 50% interest

3. A statement, verified by affidavit, showing fully in detail the condition of the Estate, the charges and claims that have been approved or established by suit or that have been rejected and may yet be established, the amount of each claim, the property of the Estate remaining on hand and liable for the payment of such claims, and all other facts tending to show the necessity and advisability of this proposed sale, is attached to this Application, designated as Exhibit "D", and made a part hereof for all purposes.

4. It is necessary and advisable to sell the Estate's interest in the aforementioned property for the following reason:


The Estate owns only an interest in said property.

5. It will be in the best interest of the Estate for the said property to be sold at a private sale through contract for cash and credit.


Applicant requests that citation be issued to all persons interested in the Estate, as

required by law, and that the Court enter an Order authorizing Applicant to sell the Estate's interest in the aforementioned property described in paragraph 2 above at a private sale through contract for cash, and such other orders as the Court may deem proper.

Respectfully submitted,



Frank Robinson III
Administrator of the Estate of Karen Robinson,
Deceased



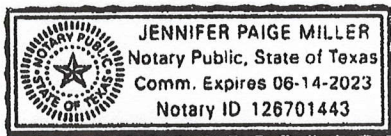
DEVAN D. DAWSON
Attorney for Frank Robinson III
State Bar No.: 24104106
1300 11th Street, Suite 405
HUNTSVILLE, TX 77340
Telephone: (936) 295-3712
Facsimile: (936) 295-3714
E-mail: hmp@hmp-attorneys.com

STATE OF TEXAS §

COUNTY OF WALKER §

BEFORE ME, the undersigned authority, on this day personally appeared Frank Robinson III, the duly appointed, qualified, and acting Administrator of the Estate of Karen Robinson, Deceased, and having been duly sworn, states that the foregoing Application for Sale of Real Property is true and correct in every respect.

21st day of September, 2021, to certify which witness my hand and seal of office.



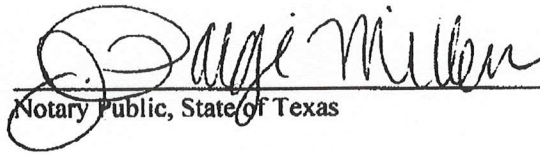

Notary Public, State of Texas

Exhibit A



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION
38.315 ACRES
IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37
WALKER COUNTY, TEXAS**

BEING a 38.315 acre tract situated in the Wiley Parker Survey, Abstract Number 37, Walker County, Texas, being comprised of all that same called 32.380 acre tract described in that certain Deed of Trust to Frank J. Robinson, III, recorded under Instrument Number 52070 of the Official Records of Walker County, Texas (O.R.W.C.T.), all that same called 4.065 acre tract described in instrument to Frank Robinson, recorded in Volume 440, Page 582 of the Deed Records of Walker County, Texas (D.R.W.C.T.), and a portion of the remainder of that certain called 122 acre tract described, further described as a portion of that certain called 15,000 acre tract, and all that same called 4.065 acre tract, recorded in Volume 166, Page 772, O.R.W.C.T., in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582, O.R.W.C.T., said 38.315 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½ inch iron rod found inside a 1 inch iron pipe in the apparent common line between said Parker Survey and the Warren Birdsell Survey, Abstract Number 6, the easterly line of that certain called 1,401 acre tract described in instrument to State of Texas, recorded in Volume Y, Page 181 of the Deed Records of Walker County, Texas (D.R.W.C.T.), for the common westerly corner of that certain called 20 acre tract described in instrument to Frank J. Robinson, recorded in Volume 432, Page 401, D.R.W.C.T., and a portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582, O.R.W.C.T., from which a 4 inch by 4 inch concrete monument found for the northeasterly corner of said 1,401 acre tract bears, North 02°41'21" West, 175.20 feet;

THENCE South 02°38'39" East, 757.00 feet, with the apparent common line between said Parker Survey and said Birdsell Survey, the common line between said 20 acre tract and said 1,401 acre tract, to a 2 inch iron pipe found for the common westerly corner of said 32.380 acre tract and said 20 acre tract, being the most westerly northwest corner and POINT OF BEGINNING, of the herein described 38.315 acre tract;

THENCE North 86°44'33" East, 1156.30 feet, with the common line between said 32.380 acre tract and said 20 acre tract, to a 5/8 inch iron rod found in the approximate centerline of an existing rock road for the common southerly corner of 20 acre tract and said 4.065 acre tract, being an interior corner of the herein described 38.315 acre tract;

THENCE North 03°27'10" West, 756.61 feet, with the approximate centerline of said existing rock road, with the westerly line of said 4.065 acre tract and said 15,000 acre tract, common to the easterly line of said 20 acre tract, to a ½ inch iron rod found in the approximate centerline of said existing road road, for the common easterly corner of said 20 acre tract and said portion of the remainder of that certain called 122 acre tract, being the most northerly northwest corner of the herein described 38.315 acre tract;

THENCE South 57°15'10" East, 534.39 feet, severing, over and across said 15.000 acre tract, to a 5/8 inch iron rod with cap found at the common corner of said 15.000 acre tract and that certain called 19.92 acre tract described as "Tract Two" in instrument to Frank J. Robinson, III, recorded in Volume 976, Page 212, O.R.W.C.T., being the northeasterly corner of the herein described 38.315 acre tract;

THENCE South 03°02'01" East, 443.22 feet, with the easterly line of 15.000 acre tract and said 4.065 acre tract, common to the westerly line of said 19.92 acre tract, to a 5/8 inch iron rod found for the common easterly corner of said 4.065 acre tract and said 32.380 acre tract, being an angle point in the easterly line of the herein described 38.315 acre tract;

THENCE South 03°14'08" East, with the westerly line of said 19.92 acre tract, that certain called 3.28 acre tract described as "Tract Three" in instrument to Frank J. Robinson, III, recorded in Volume 976, Page 212, O.R.W.C.T., and the most northerly west line of that certain called 19.89 acre tract described as "Tract One" in instrument to Waterstone Opportunity Fund, L.L.C., recorded under instrument Number 48849, O.R.W.C.T., common to the easterly line of said 32.380 acre tract, to a 5/8 inch iron rod found for a common corner of said 32.380 acre tract and said 19.89 acre tract, being the southeasterly corner of the herein described 38.315 acre tract, from which a 5/8 inch iron rod with cap found for reference bears, North 23°13'28" West, 1.29 feet; 906.26 feet, to a calculated point for corner;

THENCE South 88°21'10" West, 536.40 feet, with the common line between said 32.380 acre tract and said 19.89 acre tract, to a 5/8 inch iron rod found for the common corner of said 32.380 acre tract, said 19.89 acre tract, and that certain called 50.54 acre tract described in instrument to 50.54 acre tract, recorded in Volume 1327, Page 347, O.R.W.C.T., being an angle point in the southerly line of the herein described 38.315 acre tract;

THENCE South 87°51'36" West, with the common line between said 32.380 acre tract and said 50.54 acre tract, at a distance of 1056.71 feet, pass a 1 inch iron pipe found for reference, in all, a total distance of 1059.20 feet, to a 1/4 inch iron rod with cap found in the apparent common line between said Parker Survey and said Birdsell Survey, the easterly line of said 1,401 acre tract for the common westerly corner of said 32.380 acre tract and said 50.54 acre tract, being the southwesterly corner of the herein described 38.315 acre tract;

THENCE North 02°31'08" West, 871.35 feet, with the apparent common line between said Parker Survey and said Birdsell Survey, the common line between said 32.380 acre tract and said 1,401 acre tract, to the PLACE OF BEGINNING;

CONTAINING a computed area of 38.315 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on August 25, 2021, by Texas Professional Surveying, L.L.C., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number T280-06.

Bearings recited herein are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

August 30, 2021
Date



Carey A. Johnson
R.P.L.S. No. 6524

Page 2 of 2

National Investors Title Insurance Company



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION
1.938 ACRES
IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37
WALKER COUNTY, TEXAS**

BEING a 1.938 acre tract situated in the Wiley Parker Survey, Abstract Number 37, Walker County, Texas, being a portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582 of the Official Records of Walker County, Texas (O.R.W.C.T.), said 1.938 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½ inch iron rod found inside a 1 inch iron pipe in the apparent common line between said Parker Survey and the Warren Birdsell Survey, Abstract Number 6, the easterly line of that certain called 1,401 acre tract described in instrument to State of Texas, recorded in Volume Y, Page 181 of the Deed Records of Walker County, Texas (D.R.W.C.T.), for the common westerly corner of that certain called 20 acre tract described in instrument to Frank J. Robinson, recorded in Volume 432, Page 401 of the Deed Records of Walker County, Texas (D.R.W.C.T.), and said portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582 of the Official Records of Walker County, Texas (O.R.W.C.T.), from which a 4 inch by 4 inch concrete monument found for the northeasterly corner of said 1,401 acre tract bears, North 02°41'21" West, 175.20 feet;

THENCE North 86°45'35" East, 670.79 feet, with the common line between said 20 acre tract and said portion of the remainder of 122 acre tract, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the POINT OF BEGINNING, being the southwesterly corner of the herein described 1.938 acre tract, from which a 5/8 inch iron rod with cap found for reference bears, North 03°18'48" West, 1.09 feet;

THENCE severing, over and across said portion of the remainder of 122 acre tract, the following two (2) courses and distances:

1. North 03°18'48" West, 176.94 feet, to a 5/8 inch iron rod with cap found for corner;
2. North 86°32'30" East, 474.70 feet, to a 5/8 inch iron rod found on the easterly edge of an existing rock road, in the common line between said portion of the remainder of 122 acre tract and a 15,000 acre tract, recorded in Volume 166, Page 772; O.R.W.C.T., for the northeasterly corner of the herein described 1.938 acre tract;

THENCE South 03°21'16" East, 178.74 feet, with the the margin of said existing rock road, the common line between said portion of the remainder of 122 acre tract and a 15,000 acre tract, to a ½ inch iron rod found in the approximate centerline of said existing rock road, for the common easterly corner of said portion of the remainder of 122 acre tract and said 20 acre tract, being the southeasterly corner of the herein described 1.938 acre tract;

THENCE South 86°45'35" West, 474.83 feet, with the common line between said portion of the remainder of 122 acre tract and said 20 acre tract, to the PLACE OF BEGINNING;

CONTAINING a computed area of 1.938 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on August 25, 2021, by Texas Professional Surveying, LLC.; Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number T280-06.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

August 30, 2021
Date



Carey A. Johnson
R.P.L.S. No. 6524

Exhibit C

BEING 18.92 acres, more or less, shown in the WILEY PARKER SURVEY, A-57, in the City of Sumner, Walker County, Texas, and being out of and a part of the 172.77 acre "Unsettled Reserve", Houston Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, the Records of Walker County, Texas and 18.92 acres being more fully described by notes and bounds as follows:

COMMENCING at an iron rod found for the southeast corner of the Frank Robinson 122 acre tract, same being the upper west interior corner of said 122.75 acre tract;

THENCE N 07°14' W, 701.79 feet of a 1/4" iron rod set in the east boundary of said Frank Robinson 122 acre tract for the southeast corner of the lands described tract and the PLACE OF BEGINNING;

THENCE N 07°14' W, with said east boundary of Frank Robinson 122 acre tract, passing an iron rod for reference at 227.9 feet, continuing a total distance of 222.45 feet to a 1/4" iron rod in the center of Parker Creek;

THENCE with the meanders of Parker Creek as follows:

- 1) N 33-57° W, 22.27 feet,
- 2) N 23-37° E, 75.07 feet,
- 3) N 25-41° E, 102.76 feet,
- 4) N 19-35° E, 114.92 feet,
- 5) N 33-08° E, 122.23 feet,
- 6) N 72-43° E, 132.47 feet,
- 7) N 65-34° E, 35.63 feet,
- 8) N 51-49° E, 31.65 feet,
- 9) N 43-29° E, 62.43 feet,
- 10) N 53-37° E, 80.59 feet,
- 11) N 63-49° E, 77.36 feet,
- 12) S 63-08° E, 103.61 feet,
- 13) S 77-33° E, 73.06 feet,
- 14) S 63-18° E, 61.93 feet,
- 15) N 33-37° E, 41.65 feet,
- 16) N 35-37° E, 72.61 feet to the point of intersection of Parker Creek

with the southeast right-of-way line of the old Oakland Lumber Company tract road, same being the southeast corner of the W. H. Knott 49.33 acre tract, said tract recorded in Volume 222, Page 357;

THENCE S 48-46° E, with the said southeast right-of-way line of the Old Oakland Lumber Company tract road, passing an iron rod for reference at a fence corner at 136.50 feet, continuing a total distance of 845.93 feet to a 1/4" iron rod set for the most easterly corner of the lands described tract;

THENCE S 31-29° W, 1499.26 feet across said 122.75 acre tract to the PLACE OF BEGINNING.

National Investors Title Insurance Company

BEING 3.23 acres of land more or less situated in the WILEY BANKER SURVEY, A-37, Walker County, Texas and being out of the northwest corner of a called 199.73 acre tract conveyed to W. S. Coffey, Trustee in a deed dated May 11, 1933 and recorded in Volume 422, Page 211 of the Deed Records of Walker County, Texas, said 3.23 acres being more particularly described by acres and bounds as follows:

BEGINNING at 4th iron rod found for the northwest corner of the remainder of the said 199.73 acre tract, same being the southeast corner of a called 199.22 acres which belongs to Frank J. Robinson Sr. (Volume 145, Page 178, O.R.) and is a part of the original 199.73 acre tract, the beginning point also being in the east property line of a Frank J. Robinson, Sr., 122 acre tract (Vol. 93, Page 637, Walker County Deed Records);

THENCE N 61°17'25" E with the north line of the said 199.73 acre tract, same being the south line of the said 199.22 acre tract, 275.62 feet to a 5/8" iron rod set for the northeast corner of the herein described 3.23 acre tract;

THENCE S 00°04'00" E, 547.00 ft. to a 5/8" iron rod found for the southeast corner of a 60 ft. easement which was conveyed by Ed West and Frank J. Robinson Sr. to the public and is recorded in a document dated September 4, 1931, Volume 154, Page 224 of the Walker County Official Records;

THENCE S 03°34'00" W, with the north line of said 60 ft. easement 270 ft. to a northwest monument in the west line of the said remainder of the 199.73 acre tract and the east line of the said Frank J. Robinson Sr., 122 acre tract, a 5/8" iron rod found;

THENCE N 00°15'40" W, with the 199.73 and 122 acre common line, 505.64 ft., to the PLACE OF BEGINNING.

LEGAL DESCRIPTION:
JANET TUCKER ROBINSON 20.692 ACRES
WILEY FRASER SURVEY Abstract No. 87
City of Huntsville, Walker County, Texas

SOME 20.692 acres, more or less, situated in the City of Huntsville and lying entirely in the WILEY FRASER SURVEY, ABSTRACT NO. 87, Walker County, Texas, and being the same tract as is called 20.692 acre tract conveyed by Frank A. Robinson to Janet Tucker Robinson by deed recorded on September 23, 2012 in Volume 2162, Page 262, Official Public Records of Walker County, and also the same tract as that conveyed to Frank A. Robinson to Janet Tucker Robinson by deed recorded on February 7, 2011 in Volume 492, Page 612, Official Records of Walker County, and being out of and a part of a called 193.73 acre tract conveyed by deed from Simon W. Meadows to W. B. Coffey, said deed recorded in Volume 412, Page 211, Official Records of Walker County, said 20.692 acres being more particularly described by metes and bounds as follows:

BEING a 3/8 inch iron rod found in a "T" fence corner for the northwest corner of the herein described tract, said point being also the northeast corner of a called 2.10 acre tract, called "Tract Three", is a deed from Frank A. Robinson to Janet Tucker Robinson, said deed recorded on May 7, 2013 in Volume 576, Page 282, Official Public Records, and also being on the south line of a called 25.92 acre tract conveyed to Frank A. Robinson to Janet Tucker Robinson, said deed being on the south line, and from which point a 1/2" iron rod found for the southeast corner of said called 25.92 acre tract bears S 73°28'12" W 273.67' (call S 81°37'20" W 273.67');

THENCE to 78°21'23" E 130.55 feet (call 60' 01" 25'05" E 130.55'), along the common line between said Robinson called 20.692 acre tract and said Robinson called 25.92 acre tract, and generally along a barbed wire fence, to a 1/2 inch iron rod set for the northeast corner of the herein-described tract, from which said point a 1/2 inch iron rod found at a fence corner for reference and apparently set by previous survey for said northeast corner bears N 78°21'23" E 3.61 feet, said set corner being also on the southwest line of Lot L, a called 20.524 acre tract out of the John Hicks 48.774 Acre Subdivision, a subdivision in the City of Huntsville Walker County, Texas, according to the plat of said subdivision recorded in Volume 8, Page 180, Official Records of Walker County;

THENCE S 51°45'40" E 25.43 feet (call S 49°40'05" E 25.00'; High call S 51°45'40" E) along the common line between said Robinson called 20.692 acre tract and said Lot L of said Hicks subdivision, to a 1/2 inch iron rod set for the southeast corner of the herein-described tract, from which point a 1/2" iron rod with orange cap marked "N 1 Reed RPLS 1532" found for reference only and apparently set for the southeast corner of this tract by previous survey bears S 32°18'01" W 4.91', said set corner being also the northeast corner of a called 25.27 acre tract, called "Tract 1" is a deed from Prichard Construction and Development LLC to Meadow Properties LLC, said deed recorded on November 22, 2011 in Volume 202, Page 704, Official Records;

THENCE S 52°17'22" W 478.61 feet (call S 55°05'31" W 473.97'), along the common line between said Robinson called 20.692 acre tract and said Meadow tract to a 1/2 inch iron rod with orange plastic cap marked "N 1 Reed RPLS 1532" found for the exterior southeast corner of the herein described tract;

THENCE S 78°21'41" W 1121.79 feet (call S 81°15'05" W 1121.89') along the common line between said Robinson called 20.692 acre tract and said Meadow tract, to a 1/2 inch iron rod found under a barbed wire fence for the southeast corner of the herein described tract, said point being on the east line of said Robinson called 2.10 acre tract, and from which point a 3/8 inch iron rod found for the southeast corner of said Robinson called 2.70 acre tract bears S 7°47'48" E 214.47';

THENCE N 2°56'26" W 332.44 feet (call N 0°00'01" W 332.57'), generally along a fence line to the PLACE OF BEGINNING and containing 20.692 acres of land.

Note: All bearings always bearing are referenced to the (existing) City of Huntsville Control Network Points and the Texas Coordinate System of 1983 (NAD 83 (Texas)) Central Zone:

Point	Coordinates (Easting)	Coordinates (Northing)
0390	2226533.707	3712972.248
6021	10276245.414	3796672.728

Note 2: All monuments set are 1/2" iron rod with orange cap marked "STARR SURVEY RPLS 3924".



Harold B. Starr, RPLS
 Starr Surveying
 1021 12th Street, Ste 4B
 Huntsville, Texas 77240
 936-463-8277

owned by the Estate still remaining on hand and potentially liable for the payment of the above charges and claims:

Real Property:

Description: TRACT ONE: 38.315 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by field notes attached hereto in Exhibit "A."

Estate's Interest: 50% interest

Description: TRACT TWO: 1.938 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by field notes attached hereto in Exhibit "B."

Estate's Interest: 50% interest

Description: TRACT THREE: BEING 19.92 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being out of and a part of the 172.27 "Unrestricted Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Estate's Interest: 50% interest

Description: TRACT FOUR: BEING 3.28 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Estate's Interest: 50% interest

Description: TRACT FIVE: BEING 10.192 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Estate's Interest: 50% interest

Description: TRACT SIX: UNRESTRICTED RESERVE "A" (containing 5.177 acres of land), of the MINOR PLAT OF JOHN HICKS 46.771 ACRE SUBDIVISION, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, according to the map or plat thereof recorded in Volume 5, Page 180 of the Plat Records, Walker County, Texas.

Estate's Interest: 50% interest

Personal Property


1. Clothes: \$1,000.00
2. Jewelry: \$500.00

List of Claims Owed to Estate -- None.

II. The sale sought in the foregoing Application for Sale of Real Property is necessary and advisable for the following reason:

1. The Estate owns an interest in said property.
2. The Administrator and the Decedent were in the process of the sale of this real estate before the date of decedent's death and failure to sell the real estate would result in a breach of contract lawsuit being filed against the Administrator, for the Administrator and the Decedent entered into a contract to sell the real estate to a real estate developer who is relying on the sale of this real estate moving forward.

"I, Frank J. Robinson III, Administrator with Will Annexed of the Estate of Karen Robinson, Deceased, do solemnly swear that the foregoing Verified Exhibit is a full and complete description of the condition of the property of this Estate."



Frank J. Robinson III
Administrator of the Estate of Karen Robinson,
Deceased

STATE OF TEXAS

§

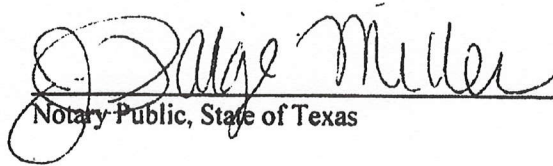
COUNTY OF WALKER

§

BEFORE ME, the undersigned authority, on this day personally appeared Frank J. Robinson III, the duly appointed, qualified, and acting Administrator of the Estate of Karen Robinson, Deceased, and having been duly sworn, states that the foregoing Application for Sale of Real Property is true and correct in every respect.

SUBSCRIBED AND SWORN TO BEFORE ME by Frank J. Robinson III, on this the 21st day of September, 2021, to certify which witness my hand and seal of office.




Notary Public, State of Texas

Automated Certificate of eService

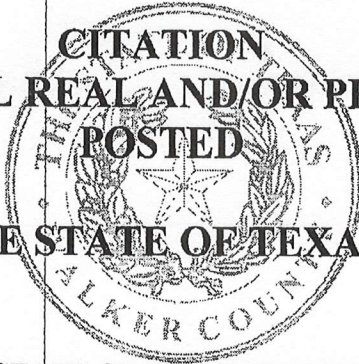
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Carissa Gandy on behalf of Devan Dawson
Bar No. 24104106
hmp@hmp-attorneys.com
Envelope ID: 57447838
Status as of 9/22/2021 8:39 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Haney. Moorman.Paschal, PC		hmp@hmp-attorneys.com	9/21/2021 11:48:54 AM	SENT
Carissa Gandy		cgandy@hmp-attorneys.com	9/21/2021 11:48:54 AM	SENT
Kenna Seiler		kseiler@seilermitby.com	9/21/2021 11:48:54 AM	SENT

CITATION
APPLICATION TO SELL REAL AND/OR PERSONAL PROPERTY
POSTED
THE STATE OF TEXAS



Notice in Probate:

To all persons interested in THE ESTATE OF KAREN ROBINSON, DECEASED, Cause Number 9985PR, COUNTY COURT AT LAW, Walker County, Texas. FRANK ROBINSON, III, ADMINISTRATOR, filed, in the said Court of Walker County, Texas, an APPLICATION FOR SALE OF REAL PROPERTY (6 TRACTS OF LAND IN WALKER COUNTY, TEXAS) UNDER SECTION 356.251 OF THE ESTATES CODE.

Said Application and any opposition may be heard and acted on by said Court at 10 o'clock a.m. on the first Monday next after expiration of 10 days from date of posting this Citation at the County Courthouse in Huntsville, Texas.

All persons interested in said estate **are hereby cited to appear** before said Honorable Court at said above mentioned time and place by filing a written answer contesting such Application should they desire to do so prior to said hearing time and date.

The officer executing the Citation shall post the copy of this Citation at the Courthouse door in the County in which this proceeding is pending, or at the place in or near said Courthouse where public notices customarily are posted, for not less than 10 days before the return date thereof, exclusive of the date of posting and return the original copy of this Citation to the Clerk stating in a written return thereon the time when and the place where he posted such copy.

Given under my hand and seal of said court at this office in Huntsville, Texas, this day, Sept 22, 2021.



Kari A. French
Walker County Clerk
Walker County, Texas

By Stacey Soileau Oates, Deputy
Stacey Soileau Oates

SHERIFF'S RETURN

Came to hand on the 22nd day of September A.D. 20 21, at 111 o'clock P .M., and executed on the 22nd day of September A.D. 20 21, by posting a copy of the within citation for ten days, exclusive of the day of posting, before the return day hereof, at the County Courthouse door of Walker County, Texas or at the place in or near the said courthouse where public notices customarily are posted.

FILED FOR RECORD

At 1:14 o'clock P M

SEP 22 2021

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS

By Oates Deputy

Posting Citation \$ 35

By Clint McRae, Sheriff
Walker County, Texas
Deputy

No. 9985PR

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS

ORDER OF SALE OF REAL PROPERTY

On this 6 day of OCTOBER, 2021, the Application For Sale of Real Property filed by the Administrator of the Estate of Karen Robinson, Deceased, was considered by the Court and after considering the evidence in support of the Application, the Court finds that citation has been issued and served as required by law; that the Application is accompanied by an Exhibit, verified by affidavit, showing the condition of the Estate, and the Application and Exhibit meet all requirements of law; that the real property to be sold is described as follows:

Description: TRACT ONE: 38.315 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by field notes attached hereto in Exhibit "A."

Description: TRACT TWO: 1.938 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by field notes attached hereto in Exhibit "B."

Description: TRACT THREE: BEING 19.92 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being out of and a part of the 172.27 "Unrestricted Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT FOUR: BEING 3.28 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT FIVE: BEING 10.192 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT SIX: UNRESTRICTED RESERVE "A" (containing 5.177 acres of land), of the MINOR PLAT OF JOHN HICKS 46.771 ACRE SUBDIVISION, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, according to the map or plat thereof recorded in Volume 5, Page 180 of the Plat Records, Walker County, Texas.

that the general bond is sufficient as required by law; that the Application should be granted and the sale of the said property should be made at a private sale through contract for cash; that it is in the best interest of the Estate for the said property to be sold; and that the sale is necessary and advisable in order to pay the following:

The Estate owns only an interest in said property.

IT IS ORDERED that the property described above shall be sold at a private sale through contract for cash and credit.

IT IS ORDERED that no additional bond shall be required at this time, and that after the sale has been made, a Report of Sale shall be filed and returned in accordance with law.

SIGNED this 6 day of OCTOBER, 2021.

FILED FOR RECORD

At 9:19 o'clock A M

OCT 07 2021

KARI FRENCH, COUNTY CLERK

By [Signature] Deputy

[Signature]

JUDGE PRESIDING

Exhibit A



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION
38.315 ACRES**

**IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37
WALKER COUNTY, TEXAS**

BEING a 38.315-acre tract situated in the Wiley Parker Survey, Abstract Number 37, Walker County, Texas, being comprised of all that same called 32.380 acre tract described in that certain Deed of Trust to Frank J. Robinson, III, recorded under Instrument Number 52070 of the Official Records of Walker County, Texas (O.R.W.C.T.), all that same called 4.065 acre tract described in instrument to Frank Robinson, recorded in Volume 440, Page 582 of the Deed Records of Walker County, Texas (D.R.W.C.T.), and a portion of the remainder of that certain called 122 acre tract described, further described as a portion of that certain called 15.000 acre tract, and all that same called 4.065 acre tract, recorded in Volume 166, Page 772, O.R.W.C.T., in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582, O.R.W.C.T., said 38.315 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found inside a 1 inch iron pipe in the apparent common line between said Parker Survey and the Warren Birdsell Survey, Abstract Number 6, the easterly line of that certain called 1,401 acre tract described in instrument to State of Texas, recorded in Volume Y, Page 181 of the Deed Records of Walker County, Texas (D.R.W.C.T.), for the common westerly corner of that certain called 20 acre tract described in instrument to Frank J. Robinson, recorded in Volume 432, Page 401, D.R.W.C.T., and a portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582, O.R.W.C.T., from which a 4 inch by 4 inch concrete monument found for the northeasterly corner of said 1,401 acre tract bears, North 02°41'21" West, 175.20 feet;

THENCE South 02°38'39" East, 757.00 feet, with the apparent common line between said Parker Survey and said Birdsell Survey, the common line between said 20 acre tract and said 1,401 acre tract, to a 2 inch iron pipe found for the common westerly corner of said 32.380 acre tract and said 20 acre tract, being the most westerly northwest corner and POINT OF BEGINNING, of the herein described 38.315 acre tract;

THENCE North 86°44'33" East, 1156.30 feet, with the common line between said 32.380 acre tract and said 20 acre tract, to a 5/8 inch iron rod found in the approximate centerline of an existing rock road for the common southerly corner of 20 acre tract and said 4.065 acre tract, being an interior corner of the herein described 38.315 acre tract;

THENCE North 03°27'10" West, 756.61 feet, with the approximate centerline of said existing rock road, with the westerly line of said 4.065 acre tract and said 15.000 acre tract, common to the easterly line of said 20 acre tract, to a 1/2 inch iron rod found in the approximate centerline of said existing road road, for the common easterly corner of said 20 acre tract and said portion of the remainder of that certain called 122 acre tract, being the most northerly northwest corner of the herein described 38.315 acre tract;

THENCE South 57°15'10" East, 534.39 feet, severing over and across said 15.000 acre tract, to a 5/8 inch iron rod with cap found on the common corner of said 15.000-acre tract and that certain called 19.92 acre tract described as "Tract Two" in instrument to Frank J. Robinson, III, recorded in Volume 976, Page 212, O.R.W.C.T., being the northeasterly corner of the herein described 38.315 acre tract;

THENCE South 03°02'01" East, 443.22 feet, with the easterly line of 15.000 acre tract and said 4.065 acre tract, common to the westerly line of said 19.92 acre tract, to a 5/8 inch iron rod found for the common easterly corner of said 4.065 acre tract and said 32.380 acre tract, being an angle point in the easterly line of the herein described 38.315 acre tract;

THENCE South 03°14'08" East, with the westerly line of said 19.92 acre tract, that certain called 3.28 acre tract described as "Tract Three" in instrument to Frank J. Robinson, III, recorded in Volume 976, Page 212, O.R.W.C.T., and the most northerly west line of that certain called 19.89 acre tract described as "Tract One" in instrument to Waterstone Opportunity Fund, L.L.C., recorded under Instrument Number 48849, O.R.W.C.T., common to the easterly line of said 32.380 acre tract, to a 5/8 inch iron rod found for a common corner of said 32.380 acre tract and said 19.89 acre tract, being the southeasterly corner of the herein described 38.315 acre tract, from which a 5/8 inch iron rod with cap found for reference bears, North 23°13'28" West, 1.29 feet; 906.26 feet, to a calculated point for corner;

THENCE South 88°21'10" West, 536.40 feet, with the common line between said 32.380 acre tract and said 19.89 acre tract, to a 5/8 inch iron rod found for the common corner of said 32.380 acre tract, said 19.89 acre tract, and that certain called 50.54 acre tract described in instrument to 50.54 acre tract, recorded in Volume 1327, Page 347, O.R.W.C.T., being an angle point in the southerly line of the herein described 38.315 acre tract;

THENCE South 87°51'36" West, with the common line between said 32.380 acre tract and said 50.54 acre tract, at a distance of 1056.71 feet, pass a 1 inch iron pipe found for reference, in all, a total distance of 1059.20 feet, to a 1/2 inch iron rod with cap found in the apparent common line between said Parker Survey and said Birdsell Survey, the easterly line of said 1,401 acre tract for the common westerly corner of said 32.380-acre tract and said 50.54 acre tract, being the southwest corner of the herein described 38.315 acre tract;

THENCE North 02°31'08" West, 871.35 feet, with the apparent common line between said Parker Survey and said Birdsell Survey, the common line between said 32.380 acre tract and said 1,401 acre tract, to the PLACE OF BEGINNING;

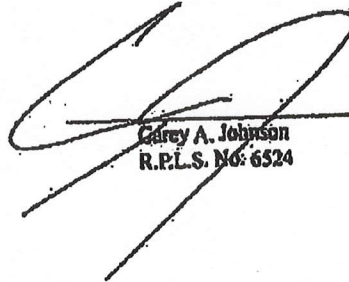
CONTAINING a computed area of 38.315 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on August 25, 2021, by Texas Professional Surveying, L.L.C., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number T280-06.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

August 30, 2021
Date




Carey A. Johnson
R.P.L.S. No. 6524

Page 2 of 2

National Investors Title Insurance Company



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION
1.938 ACRES
IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37
WALKER COUNTY, TEXAS**

BEING a 1.938 acre tract situated in the Wiley Parker Survey, Abstract Number 37, Walker County, Texas, being a portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582 of the Official Records of Walker County, Texas (O.R.W.C.T.), said 1.938 acre tract being more particularly described by notes and bounds as follows:

COMMENCING at a ½ inch iron rod found inside a 1 inch iron pipe in the apparent common line between said Parker Survey and the Warren Birdsell Survey, Abstract Number 6, the easterly line of that certain called 1,401 acre tract described in instrument to State of Texas, recorded in Volume Y, Page 181 of the Deed Records of Walker County, Texas (D.R.W.C.T.), for the common westerly corner of that certain called 20 acre tract described in instrument to Frank J. Robinson, recorded in Volume 432, Page 401 of the Deed Records of Walker County, Texas (D.R.W.C.T.), and said portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582 of the Official Records of Walker County, Texas (O.R.W.C.T.), from which a 4 inch by 4 inch concrete monument found for the northeasterly corner of said 1,401 acre tract bears, North 02°41'21" West, 175.20 feet;

THENCE North 86°45'35" East, 670.79 feet, with the common line between said 20 acre tract and said portion of the remainder of 122 acre tract, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the POINT OF BEGINNING, being the southwesterly corner of the herein described 1.938 acre tract, from which a 5/8 inch iron rod with cap found for reference bears, North 03°18'48" West, 1.09 feet;

THENCE severing, over and across said portion of the remainder of 122 acre tract, the following two (2) courses and distances:

1. North 03°18'48" West, 176.94 feet, to a 5/8 inch iron rod with cap found for corner;
2. North 86°32'30" East, 474.70 feet, to a 5/8 inch iron rod found on the easterly edge of an existing rock road, in the common line between said portion of the remainder of 122 acre tract and a 15,000 acre tract, recorded in Volume 166, Page 772, O.R.W.C.T., for the northeasterly corner of the herein described 1.938 acre tract;

THENCE South 03°21'16" East, 178.74 feet, with the the margins of said existing rock road, the common line between said portion of the remainder of 122 acre tract and a 15,000 acre tract, to a ½ inch iron rod found in the approximate centerline of said existing rock road, for the common easterly corner of said portion of the remainder of 122 acre tract and said 20 acre tract, being the southeasterly corner of the herein described 1.938 acre tract;


THENCE South 86°45'35" West, 474.83 feet, with the common line between said portion of the remainder of 122 acre tract and said 20 acre tract, to the PLACE OF BEGINNING;

CONTAINING a computed area of 1.938 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on August 25, 2021, by Texas Professional Surveying, LLC.; Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number T280-06.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

August 30, 2021
Date



Carey A. Johnson
R.P.L.S. No. 6524

Exhibit C

BEING 19.92 acres, more or less, situated in the WILEY PARKER SURVEY, A-57, in the City of Huntsville, Walker County, Texas, and being out of and a part of the 172.27 acre "Unsettled Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas; said 19.92 acres being more fully described by notes and bounds as follows:

COMMENCING at an iron rod found for the southeast corner of the Frank Robinson 122 acre tract, same being the upper west interior corner of said 199.73 acre tract;

THENCE N 00°14' W, 705.79 feet of a 1/4" iron rod set in the east boundary of said Frank Robinson 122 acre tract for the southeast corner of the lands described tract and the PLACE OF BEGINNING;

THENCE N 00°14' W, with said east boundary of Frank Robinson 122 acre tract, passing an iron rod for reference at 227.9 feet, containing a total distance of 282.45 feet to a 1/4" iron rod in the center of Parker Creek;

THENCE with the meanders of Parker Creek as follows:

- 1) N 19-57° W, 22.27 feet,
- 2) N 25-12° E, 79.07 feet,
- 3) N 26-41° E, 103.70 feet,
- 4) N 19-33° E, 116.92 feet,
- 5) N 32-05° E, 122.23 feet,
- 6) N 72-48° E, 132.67 feet,
- 7) N 62-34° E, 35.63 feet,
- 8) N 51-40° E, 91.93 feet,
- 9) N 43-32° E, 65.43 feet,
- 10) N 55-37° E, 80.53 feet,
- 11) N 62-46° E, 77.36 feet,
- 12) S 63-09° E, 103.01 feet,
- 13) S 77-33° E, 79.06 feet,
- 14) S 63-18° E, 86.93 feet,
- 15) N 38-37° E, 63.66 feet,
- 16) N 63-50° E, 72.61 feet to the point of intersection of Parker Creek

with the southeast right-of-way line of the old Calhoun Lumber Company tract road, same being the southeast corner of the W. H. Knott 49.13 acre tract, deed of record in Volume 222, Page 357;

THENCE S 48-45° E, with the said southeast right-of-way line of the Old Calhoun Lumber Company tract road, passing an iron rod for reference at a sharp corner at 156.95 feet, containing a total distance of 665.93 feet to a 1/4" iron rod set for the most easterly corner of the lands described tract;

THENCE S 81-23° W, 1658.26 feet across said 199.73 acre tract to the PLACE OF BEGINNING.

BEING 3.28 acres of land more or less situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas and being out of the southwest corner of a called 199.73 acre tract conveyed to W.E. Coffey, Trustee in a deed dated May 11, 1909 and recorded in Volume 412, Page 211 of the Deed Records of Walker County, Texas, said 3.28 acres being more particularly described by notes and bounds as follows:

BEGINNING at 3/4" iron rod found for the northwest corner of the remainder of the said 199.73 acre tract, same being the southwest corner of a called 19.92 acres which belongs to Frank J. Robinson Sr. (Volume 145, Page 178, O.R.) and is a part of the original 199.73 acre tract, the beginning point also being in the east property line of a Frank J. Robinson, Sr., 122 acre tract (Vol. 95, Page 637, Walker County Deed Records);

THENCE N 61°17'35" E with the north line of the said 199.73 acre tract, same being the north line the said 19.92 acre tract, 275.42 feet to a 5/8" iron rod set for the northeast corner of the herein described 3.28 acre tract;

THENCE S 00°00'00" E, 547.00 ft. to a 3/8" iron rod found for the southwest corner of a 60 ft. easement which was conveyed by Edie West and Frank J. Robinson Sr. to the public and is recorded in a document dated September 4, 1991, Volume 151, Page 224 of the Walker County Official records;

THENCE S 89°56'00" W, with the north line of said 60 ft. easement 270 ft. to its southwest termination in the west line of the said remainder of the 199.73 acre tract and the east line of the said Frank J. Robinson Sr. 122 acre tract, a 5/8" iron rod found;

THENCE N 00°19'40" W, with the 199.73 and 122 acre corner line, 503.64 ft., to the PLACE OF BEGINNING.

**LEGAL DESCRIPTION:
JANET TRUCKER ROBINSON 10.192 ACRES
WILEY PARKER SURVEY Abstract No. 37
City of Huntsville, Walker County, Texas**

BEING 10.192 acres, more or less, situated in the City of Huntsville and being entirely in the WILEY PARKER SURVEY, ABSTRACT NO. 37, Walker County, Texas, and being the same tract as a called 10.19 acre tract conveyed by Frank J. Robinson to Janet T. Robinson to Janet Trucker Robinson by deed recorded on September 25, 2012 in Volume 1842, Page 162, Official Public Records of Walker County, and also the same tract as that conveyed to Frank J. Robinson, Jr. and Janet T. Robinson by deed recorded on February 7, 2002 in Volume 492, Page 682, Official Records of Walker County, and being out of and a part of a called 199.73 acre tract conveyed by deed from Simon W. Manders to W. R. Coffey, said deed recorded in Volume 412, Page 211, Deed Records of Walker County, said 10.192 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found at a "T" fence corner for the northwest corner of the herein described tract, said pole being also the northeast corner of a called 3.28 acre tract, called "Tract Three", in a deed from Frank J. Robinson Sr. to Frank J. Robinson II, said deed recorded on May 7, 2011 in Volume 976, Page 212, Official Public Records, and also being on the south line of a called 19.92 acre tract conveyed to Frank J. Robinson II and called "Tract Two" in same deed, and from which point a 1/2" iron rod found for the southeast corner of said called 19.92 acre tract bears S 78° 36' 52" W 273.67' (call S 81° 17' 26" W 273.02');

THENCE N 76° 21' 23" E 1391.95 feet (call N 81° 15' 05" E 1384.65'), along the common line between said Robinson called 10.19 acre tract and said Robinson called 19.92 acre tract, and generally along a barbed wire fence, to a 1/2 inch iron rod set for the northeast corner of the herein described tract, from which said point a 1/2 inch iron rod found at a fence corner for reference and apparently set by previous survey for said northeast corner bears N 78° 21' 23" E 3.01 feet, said set corner being also on the southwest line of Lot L, a called 31.997 acre tract out of the John Hicks 65.772 Acre Subdivision, a subdivision in the City of Huntsville Walker County, Texas, according to the plat of said subdivision recorded in Volume 5, Page 180, Plat Records of Walker County;

THENCE S 51° 43' 40" E 244.07 feet (call S 45° 40' 05" E 230.00'; High call S 51° 43' 40" E) along the common line between said Robinson called 10.19 acre tract and said Lot L of said Hicks subdivision, to a 1/2 inch iron rod set for the southeast corner of the herein described tract, from which point a 1/2" iron rod with orange cap marked "R J Reed RPLS 1593" found for reference only and apparently set for the southeast corner of this tract by previous survey bears S 32° 18' 11" W 4.97', said set corner being also the northeast corner of a called 58.27 acre tract, called "Tract 1" in a deed from Pringle Construction and Development LLC to Mark Properties LLC, said deed recorded on November 28, 2011 in Volume 1002, Page 704, Official Records;

THENCE S 52° 13' 22" W 478.61 feet (call S 55° 06' 31" W 473.21'); along the common line between said Robinson called 10.19 acre tract and said Mark Properties to a 1/2 inch iron rod with orange plastic cap marked "R J Reed RPLS 1593" found for the anterior southerly corner of the herein described tract;

THENCE S 76° 21' 41" W 1101.79 feet (call S 81° 15' 05" W 1101.89') along the common line between said Robinson called 10.19 acre tract and said Mark Properties, to a 1/2 inch iron rod found under a barbed wire fence for the southeast corner of the herein described tract; said point being on the east line of said Robinson called 10.19 acre tract, and from which point a 5/8 inch iron rod found for the southeast corner of said Robinson called 10.19 acre tract bears S 2° 47' 48" E 234.47';

THENCE N 2° 56' 26" W 332.44 feet (call N 0° 00' 51" W 332.57'), generally along a fence line to the PLACE OF BEGINNING and containing 10.192 acres of land.

Note 1: All bearings shown herein are referenced to the following City of Huntsville Control Network points and the Texas Coordinate System of 1983 (NAD 83 (1983) Central Zone):

Point	Northing(ft.)	Easting(ft.)	Elevation(ft.)
6390	37268330.707	3798971.048	110.702
6021	38270245.416	3798675.798	382.243

Note 2: All monuments set are 1/2" iron rods, except where otherwise indicated "STARBUCK SURV RPLS 3914".



 Gerald B. Hunt, Jr., RPLS 3914 Date: _____
 Starr Surveying Licensed Surveying Firm No. 10193754
 1021 12th Street, Ste 45 Huntsville, Texas 77340 936-652-0077

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Carissa Gandy on behalf of Devan Dawson
Bar No. 24104106
hmp@hmp-attorneys.com
Envelope ID: 57447838
Status as of 9/22/2021 8:39 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Carissa Gandy		cgandy@hmp-attorneys.com	9/21/2021 11:48:54 AM	SENT
Kenna Seiler		kseiler@seilermity.com	9/21/2021 11:48:54 AM	SENT
Haney. Moorman.Paschal, PC		hmp@hmp-attorneys.com	9/21/2021 11:48:54 AM	SENT

No. 9985PR

IN THE ESTATE OF
KAREN ROBINSON,
DECEASED

§ IN COUNTY COURT AT LAW
§
§ OF
§
§ WALKER COUNTY, TEXAS

REPORT OF CONTRACT FOR THE SALE OF REAL PROPERTY

Frank Robinson III, Administrator of the Estate of Karen Robinson, Deceased, reports the following:

1. A full description of the property being sold is as follows:

Description: TRACT ONE: 38.315 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by field notes attached hereto in Exhibit "A."

Description: TRACT TWO: 1.938 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by field notes attached hereto in Exhibit "B."

Description: TRACT THREE: BEING 19.92 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being out of and a part of the 172.27 "Unrestricted Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.


Description: TRACT FOUR: BEING 3.28 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT FIVE: BEING 10.192 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT SIX: UNRESTRICTED RESERVE "A" (containing 5.177 acres of land), of the MINOR PLAT OF JOHN HICKS 46.771 ACRE SUBDIVISION, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, according to the map or plat thereof recorded in Volume 5, Page 180 of the Plat Records, Walker County, Texas.

2. The Order of Sale of Real Property in this Estate is dated October 6, 2021.
3. The property was placed under contract on February 27, 2021, as referenced in Exhibit D.
4. The name of the purchaser is Waterstone Development Group, LLC and/or its Assigns.
5. The terms of the sale are: There are two different contracts taking place; one contract for tracts one and two with a sales price of 1,017,500.00 with \$814,000 of that amount being financed; and the second contract for the tracts four, five, six and seven for \$717,985.00 for cash.
6. The amount of the purchase price is \$1,735,485.00
7. The purchaser is ready to comply with the Order of Sale of Real Property.

Respectfully submitted,

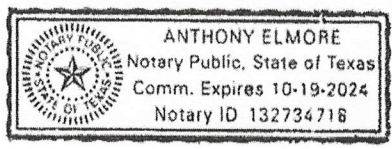


Frank Robinson III
Administrator of the Estate of Karen Robinson,
Deceased

[Handwritten signature of Devan D. Dawson]

DEVAN D. DAWSON
Attorney for Frank Robinson III
State Bar No.: 24104106
1300 11th Street, Suite 405
HUNTSVILLE, TX 77340
Telephone: (936) 295-3712
Facsimile: (936) 295-3714
E-mail: hmp@hmp-attorneys.com

STATE OF TEXAS §
COUNTY OF WALKER §



BEFORE ME, the undersigned authority, on this day personally appeared Frank Robinson III, the duly appointed, qualified, and acting Administrator of the Estate of Karen Robinson, Deceased, having been duly sworn, states that the foregoing Report of Contract for the Sale of Real Property is true and correct in every respect.

7 SUBSCRIBED AND SWORN TO BEFORE ME by Frank Robinson III, on this the day of October, 2021, to certify which witness my hand and seal of office.

[Handwritten signature of Anthony Elmore]

Notary Public, State of Texas

Exhibit A



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION
38.315 ACRES
IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37
WALKER COUNTY, TEXAS**

BEING a 38.315 acre tract situated in the Wiley Parker Survey, Abstract Number 37, Walker County, Texas, being comprised of all that same called 32.380 acre tract described in that certain Deed of Trust to Frank J. Robinson, III, recorded under Instrument Number 52070 of the Official Records of Walker County, Texas (O.R.W.C.T.), all that same called 4.065 acre tract described in instrument to Frank Robinson, recorded in Volume 440, Page 582 of the Deed Records of Walker County, Texas (D.R.W.C.T.), and a portion of the remainder of that certain called 122 acre tract described, further described as a portion of that certain called 15.000 acre tract, and all that same called 4.065 acre tract, recorded in Volume 166, Page 772, O.R.W.C.T., in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582, O.R.W.C.T., said 38.315 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a ½ inch iron rod found inside a 1 inch iron pipe in the apparent common line between said Parker Survey and the Warren Birdsell Survey, Abstract Number 6, the easterly line of that certain called 1,401 acre tract described in instrument to State of Texas, recorded in Volume Y, Page 181 of the Deed Records of Walker County, Texas (D.R.W.C.T.), for the common westerly corner of that certain called 20 acre tract described in instrument to Frank J. Robinson, recorded in Volume 432, Page 401, D.R.W.C.T., and a portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582, O.R.W.C.T., from which a 4 inch by 4 inch concrete monument found for the northeasterly corner of said 1,401 acre tract bears, North 02°41'21" West, 175.20 feet;

THENCE South 02°38'39" East, 757.00 feet, with the apparent common line between said Parker Survey and said Birdsell Survey, the common line between said 20 acre tract and said 1,401 acre tract, to a 2 inch iron pipe found for the common westerly corner of said 32.380 acre tract and said 20 acre tract, being the most westerly northwest corner and POINT OF BEGINNING, of the herein described 38.315 acre tract;

THENCE North 86°44'33" East, 1156.30 feet, with the common line between said 32.380 acre tract and said 20 acre tract, to a 5/8 inch iron rod found in the approximate centerline of an existing rock road for the common southerly corner of 20 acre tract and said 4.065 acre tract, being an interior corner of the herein described 38.315 acre tract;

THENCE North 03°27'10" West, 756.61 feet, with the approximate centerline of said existing rock road, with the westerly line of said 4.065 acre tract and said 15.000 acre tract, common to the easterly line of said 30 acre tract, to a ½ inch iron rod found in the approximate centerline of said existing road road, for the common easterly corner of said 20 acre tract and said portion of the remainder of that certain called 122 acre tract, being the most northerly northwest corner of the herein described 38.315 acre tract;

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National Investors Title Insurance Company

THENCE South 57°15'10" East, 534.39 feet, severing, over and across said 15.000 acre tract, to a 5/8 inch iron rod with cap found on the common corner of said 15.000 acre tract and that certain called 19.92 acre tract described as "Tract Two" in instrument to Frank J. Robinson, III, recorded in Volume 976, Page 212, O.R.W.C.T., being the northeasterly corner of the herein described 38.315 acre tract;

THENCE South 03°02'01" East, 443.22 feet, with the easterly line of 15.000 acre tract and said 4.065 acre tract, common to the westerly line of said 19.92 acre tract, to a 5/8 inch iron rod found for the common easterly corner of said 4.065 acre tract and said 32.380 acre tract, being an angle point in the easterly line of the herein described 38.315 acre tract;

THENCE South 03°14'08" East, with the westerly line of said 19.92 acre tract, that certain called 3.28 acre tract described as "Tract Three" in instrument to Frank J. Robinson, III, recorded in Volume 976, Page 212, O.R.W.C.T., and the most northerly west line of that certain called 19.89 acre tract described as "Tract One" in instrument to Waterstone Opportunity Fund, L.L.C., recorded under Instrument Number 48849, O.R.W.C.T., common to the easterly line of said 32.380 acre tract, to a 5/8 inch iron rod found for a common corner of said 32.380 acre tract and said 19.89 acre tract, being the southeasterly corner of the herein described 38.315 acre tract, from which a 5/8 inch iron rod with cap found for reference bears, North 23°13'28" West, 1.29 feet; 906.26 feet, to a calculated point for corner;

THENCE South 88°21'10" West, 536.40 feet, with the common line between said 32.380 acre tract and said 19.89 acre tract, to a 5/8 inch iron rod found for the common corner of said 32.380 acre tract, said 19.89 acre tract, and that certain called 50.54 acre tract described in instrument to 50.54 acre tract, recorded in Volume 1327, Page 347, O.R.W.C.T., being an angle point in the southerly line of the herein described 38.315 acre tract;

THENCE South 87°51'36" West, with the common line between said 32.380 acre tract and said 50.54 acre tract, at a distance of 1056.71 feet, pass a 1 inch iron pipe found for reference, in all, a total distance of 1059.20 feet, to a 1/2 inch iron rod with cap found in the apparent common line between said Parker Survey and said Birdsell Survey, the easterly line of said 1,401 acre tract for the common westerly corner of said 32.380 acre tract and said 50.54 acre tract, being the southwesterly corner of the herein described 38.315 acre tract;

THENCE North 02°31'08" West, 871.35 feet, with the apparent common line between said Parker Survey and said Birdsell Survey, the common line between said 32.380 acre tract and said 1,401 acre tract, to the PLACE OF BEGINNING;

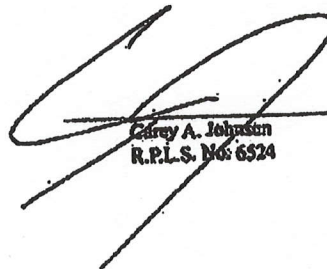
CONTAINING a computed area of 38.315 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on August 25, 2021, by Texas Professional Surveying, L.L.C., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number T280-06.

Bearings recited herein are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

August 30, 2021
Date




Gary A. Johnston
R.P.L.S. No. 6524

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National Investors Title Insurance Company

Exhibit B



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION
1.938 ACRES
IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37
WALKER COUNTY, TEXAS**

BEING a 1.938 acre tract situated in the Wiley Parker Survey, Abstract Number 37, Walker County, Texas, being a portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582 of the Official Records of Walker County, Texas (O.R.W.C.T.), said 1.938 acre tract being more particularly described by meters and bounds as follows:

COMMENCING at a ½ inch iron rod found inside a 1 inch iron pipe in the apparent common line between said Parker Survey and the Warren Birdsell Survey, Abstract Number 6, the easterly line of that certain called 1,401 acre tract described in instrument to State of Texas, recorded in Volume V, Page 181 of the Deed Records of Walker County, Texas (D.R.W.C.T.), for the common westerly corner of that certain called 20 acre tract described in instrument to Frank J. Robinson, recorded in Volume 432, Page 401 of the Deed Records of Walker County, Texas (D.R.W.C.T.), and said portion of the remainder of that certain called 122-acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582 of the Official Records of Walker County, Texas (O.R.W.C.T.), from which a 4 inch by 4 inch concrete monument found for the northeasterly corner of said 1,401 acre tract bears, North 02°41'21" West, 175.20 feet;

THENCE North 86°45'35" East, 670.79 feet, with the common line between said 20 acre tract and said portion of the remainder of 122 acre tract, to a ½ inch iron rod with cap stamped "TPS 100834-00" set for the POINT OF BEGINNING, being the southwesterly corner of the herein described 1.938 acre tract, from which a 5/8 inch iron rod with cap found for reference bears, North 03°18'48" West, 1.09 feet;

THENCE covering, over and across said portion of the remainder of 122-acre tract, the following two (2) courses and distances:

1. North 03°18'48" West, 176.94 feet, to a 5/8 inch iron rod with cap found for corner;
2. North 86°32'30" East, 474.70 feet, to a 5/8 inch iron rod found on the easterly edge of an existing rock road, in the common line between said portion of the remainder of 122 acre tract and a 15,000 acre tract, recorded in Volume 166, Page 772; O.R.W.C.T., for the northeasterly corner of the herein described 1.938 acre tract;

THENCE South 03°21'16" East, 178.74 feet, with the the margins of said existing rock road, the common line between said portion of the remainder of 122 acre tract and a 15,000 acre tract, to a ½ inch iron rod found in the approximate centerline of said existing rock road, for the common easterly corner of said portion of the remainder of 122-acre tract and said 20 acre tract, being the southeasterly corner of the herein described 1.938 acre tract;

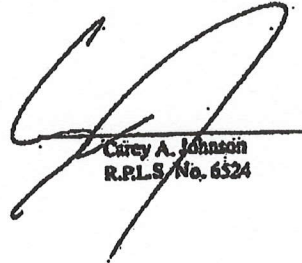
THENCE South 86°45'35" West, 474.83 feet, with the common line between said portion of the remainder of 122 acre tract and said 20 acre tract, to the PLACE OF BEGINNING;

CONTAINING a computed area of 1.938 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on August 25, 2021, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number T280-06.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

August 30, 2021
Date



Carey A. Johnson
R.P.L.S. No. 6524

Exhibit C

BEING 19.93 acres, more or less, situated in the WILEY PARKER SURVEY, A-52, in the City of Knoxville, Walker County, Texas, and being out of and a part of the 272.27 acre "Unsubdivided Reserve", Houston Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas; said 19.93 acres being more fully described by metes and bounds as follows:

COMMENCING at an iron rod found for the southeast corner of the Frank Robinson 122 acre tract, same being the upper west lateral corner of said 199.73 acre tract;

THENCE N 00°14' W, 705.79 feet of a 1/2" iron rod set in the east boundary of said Frank Robinson 122 acre tract for the southeast corner of the herein described tract and the PLACE OF BEGINNING;

THENCE N 00°14' W, with said east boundary of Frank Robinson 122 acre tract, passing an iron rod for subdivision at 227.9 feet, continuing a total distance of 222.43 feet to a 1/2" iron rod in the center of Parker Creek;

THENCE with the meanders of Parker Creek as follows:

- 1) N 22-57° W, 20.27 feet,
- 2) N 25-41° E, 73.07 feet,
- 3) N 25-41° E, 183.76 feet,
- 4) N 23-32° E, 115.92 feet,
- 5) N 32-02° E, 122.23 feet,
- 6) N 72-42° E, 152.67 feet,
- 7) N 62-54° E, 35.63 feet,
- 8) N 51-42° E, 31.53 feet,
- 9) N 42-52° E, 62.43 feet,
- 10) N 62-52° E, 50.53 feet,
- 11) N 62-42° E, 77.56 feet,
- 12) S 62-02° E, 152.01 feet,
- 13) S 77-32° E, 73.06 feet,
- 14) S 62-12° E, 62.53 feet,
- 15) N 22-57° E, 61.66 feet,

16) N 62-57° E, 72.61 feet to the point of intersection of Parker Creek with the meander right of way line of the old Gilchrist Lumber Company tract said; same being the southeast corner of the W. H. Kruhn 49.33 acre tract, deed of record in Volume 222, Page 337;

THENCE S 49-46° E, with the said meander right-of-way line of the Old Gilchrist Lumber Company tract said, passing an iron rod for entrance at a fence corner of 124.59 feet, continuing a total distance of 621.93 feet to a 1/2" iron rod set for the most easterly corner of the herein described tract;

THENCE S 21-22° W, 1638.26 feet across said 199.73 acre tract to the PLACE OF BEGINNING.

BEING 3.25 acres of land more or less situated in the WILEY PARKER SURVEY, A-37, Wilcox County, Texas and being out of the southeast corner of a certain 199.73 acre tract conveyed to W.S. Coffey, Trustee in a deed dated May 11, 1933 and recorded in Volume 412, Page 211 of the Deed Records of Wilcox County, Texas, said 3.25 acres being more particularly described by name and bound as follows:

BEGINNING at 14° iron rod found for the northwest corner of the remainder of the said 199.73 acre tract, same being the southwest corner of a certain 19.92 acre tract which belongs to Frank J. Robinson Sr. (Volume 141, Page 372, O.R.) and is a part of the original 199.73 acre tract, the beginning point also being in the east boundary line of a Frank J. Robinson, Sr., 122 acre tract (Vol. 93, Page 697, Wilcox County Deed Records);

THENCE N 61° 17' 30" E with the north line of the said 199.73 acre tract, same being the south line of the said 19.92 acre tract, 275.42 feet to a 5/8" iron rod set for the northeast corner of the herein described 3.25 acre tract;

THENCE S 00° 04' 00" E, 547.03 2. to a 5/8" iron rod found for the southeast corner of a 60 ft. easement which was conveyed by Ed West and Frank J. Robinson Sr. to the public and is recorded in a document dated September 4, 1931, Volume 151, Page 224 of the Wilcox County Official records;

THENCE S 89° 34' 00" W, with the north line of said 60 ft. easement 270 2. to its northwest termination in the west line of the said remainder of the 199.73 acre tract and the east line of the said Frank J. Robinson Sr., 122 acre tract, a 5/8" iron rod found;

THENCE N 00° 15' 00" W, with the 199.73 and 122 acre corner Eas., 505.61 2., to the PLACE OF BEGINNING.

LEGAL DESCRIPTION:
JAMES TUCKER ROBINSON 12.132 ACRES
WILEY PARKER SURVEY Abstract No. 37
City of Huntsville, Walker County, Texas

SOME 22.151 acres, more or less, situated in the City of Huntsville and lying entirely in the WILEY PARKER SURVEY, ABSTRACT NO. 37, Walker County, Texas, and being the same tract as a certain 12.132 acre tract conveyed by Frank J. Robinson III and Janet T. Robinson to James Tucker Robinson by deed recorded on September 25, 2012 in Volume 1242, Page 162, Official Public Records of Walker County, together the same tract as that conveyed to Frank J. Robinson III and Janet T. Robinson by deed recorded on February 7, 2002 in Volume 432, Page 683, Official Records of Walker County, and being out of and a part of a certain 122.73 acre tract conveyed by deed from Eason W. Henderson to W. A. Coffey, said deed recorded in Volume 412, Page 211, Deed Records of Walker County, said 22.152 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found at a "T" fence corner for the northwest corner of the herein described tract, said point being also the northeast corner of a certain 1.38 acre tract, called "Tract Three", in a deed from Frank J. Robinson Sr. to Frank J. Robinson III, said deed recorded on May 7, 2013 in Volume 276, Page 242, Official Public Records, and also being on the south line of a certain 12.91 acre tract conveyed to Frank J. Robinson III and called "Tract Two" in same deed, and from which point a 14" iron rod found for the southeast corner of said certain 12.91 acre tract bears S 78°28'57" W 272.67' (call S 81°17'20" W 273.47');

THENCE by 74°23'23" E 1341.65 feet (call S 81°25'35" E 1324.68'), along the common line between said Robinson called 22.21 acre tract and said Robinson called 22.92 acre tract, and generally along a barbed wire fence with a 1/2 inch iron rod set for the northeast corner of the herein-described tract, from which said point a 1/2 inch iron rod found at a fence corner for reference and apparently set by previous survey for said northeast corner bears N 78°24'23" E 3.01 feet, said set corner being also on the southwest line of Lot E, a certain 22.52 acre tract out of the John Wick 43,773 Acre Subdivision, a subdivision in the City of Huntsville, Walker County, Texas, according to the plat of said subdivision recorded in Volume 1, Page 120, Plat Records of Walker County;

THENCE S 51°45'40" E 124.61' feet (call S 45°40'00" E 120.00'; thence call S 51°45'40" E) along the common line between said Robinson called 12.132 acre tract and said Wick subdivision, on a 1/2 inch iron rod set for the southwest corner of the herein described tract, from which point a 1/2" iron rod with orange cap marked "H" found RPLS 1253' found for reference only and apparently set for the northeast corner of this tract by previous survey bears S 52°18'12" W 4.81', said set corner being also the northeast corner of a certain 24.27 acre tract, called "Tract A" in a deed from Foreign Construction and Development LLC to Midwest Properties LLC, said deed recorded on November 21, 2011 in Volume 202, Page 704, Official Records;

THENCE S 52°13'72" W 472.61 feet (call S 55°06'32" W 473.217); along the common line between said Robinson called 10.19 acre tract and said Midwest tract on a 1/2 inch iron rod with orange plastic cap marked "H" found RPLS 1253' found for an exterior southeasterly corner of the herein described tract;

THENCE S 78°24'41" W 1102.79 feet (call S 81°15'05" W 1102.89') along the common line between said Robinson called 12.132 acre tract and said Midwest tract, on a 1/2 inch iron rod found under a barbed wire fence for the southeast corner of the herein described tract, said point being on the east line of said Robinson called 1.38 acre tract, and from which point a 3/8 inch iron rod found for the southeast corner of said Robinson called 12.79 acre tract bears S 7°47'45" E 214.47');

THENCE N 2°56'20" W 302.44 feet (call N 0°00'00" W 332.572, generally along a fence line to the PLACE OF BEGINNING and containing 12.153 acres of land.

Note 1: All bearings shown herein are referenced to the following City of Huntsville Central Network Point and the Texas Coordinate System of 1983 (NAD 83 (1983) Central Zone)

Point (Northings)	Eastings	Height
6330	2202800.707	7748972.040
6311	1027024.016	3790676.320

Note 2: All measurements set are 1/2" iron rods found for the same marked "STAR SURV RPLS 3514".



 Harold G. Hurd, Jr., RPLS 3514 State of Texas
 State Surveyor
 1023 12th Street, Ste 4B Huntsville, Texas 77240 713-463-0077

Exhibit D

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC) 2 12 18



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Frank Robinson II and Sharon V. ... (Seller) and Waterstone Development Group L.P. and its Assigns (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, Walker County Appraisal District Property ID Nos. 13908, 13911, and 13915 City of Huntville, County of Walker Texas, known as ...

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 \$ 1,017,500.00 B. Sum of all financing described in the attached Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum ... \$ 0 C. Sales Price (Sum of A and B) \$ 1,017,500.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder'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

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 25,000.00 as earnest money to Puka County Abstract, Inc. as escrow agent within 3 days after the Effective Date of this contract. 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. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

6. TITLE POLICY AND SURVEY: A. TITLE POLICY: Seller shall furnish to Buyer at Seller's expense an owner's policy of title insurance (Title Policy) issued by Puka County Abstract, Inc. (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, islands, 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. (9) (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; (10) 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

Initialed for identification by Buyer and Seller TREC NO. 9-13

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 15 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 promulgated by the Texas Department of Insurance (T 47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 30 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt on the date specified in this paragraph, whichever is earlier.
- (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 disclosures 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:

detached single family residences
Buyer must object the earlier of (i) the Closing Date or (ii) _____ 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 the contract 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 regarding 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 state 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.

Initiated for identification by Buyer

and Seller

TREC NO. 9 13

- (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** Unless otherwise agreed in writing (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date, and (ii) all required permits must be obtained, and 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 competently engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranty received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. 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 DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
(1) any flooding of the Property which has had a material adverse effect on the use of the Property;
(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
(3) any environmental hazards that materially and adversely affect the Property;
(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
(6) any threatened or endangered species or their habitat affecting the Property.
- 8. 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 September 1, 2021 or within 7 days after objections made under Paragraph 5D 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 5 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 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.
- 10. POSSESSION:**
A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
B. Leases:
(1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s), and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
- 11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensee holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)
See Special Provisions Addendum attached to this Contract.

Initiated for identification by Buyer _____

and Seller _____

TREC NO. 9-13

12. SETTLEMENT AND OTHER EXPENSES:

- A. The following expenses must be paid as to prior to closing:
- (1) Expenses payable by Seller (Seller's Expenses):
(a) Release 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, and other expenses payable by Seller under this contract.
(b) Seller shall also pay an amount not to exceed \$_____ to be applied to the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees, loan application fees, origination charges, credit reports, preparation of loan documents, interest on the note from date of disbursement to one month prior to date of first monthly payment, recording fees, copies of covenants and restrictions, loan title policy with endorsements, 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; corner 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, 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, maintenance fees, assessments, dues and rents 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.
- 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

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 5000.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller by August 1, 2021 days after the Effective Date of this contract (Option Period). Notice under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded. However, any earnest money will be refunded to Buyer. The Option Fee will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensee holders 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 27TH day of February, 2021 (Effective Date).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer WATERSTON DEVELOPMENT GROUP INC

Seller FRANK ROBINSON III

Buyer _____

Seller SHARON WEISINGER



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by licensed real estate licensee holders. No representation is made as to the legal validity or adequacy of any provision in any specific instrument. It is not intended for multiple transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188. (512) 526-3500 (<http://www.trec.texas.gov>) TREC NO. 9-13. This form replaces TREC NO. 9-12.


SPECIAL PROVISIONS ADDENDUM

TO UNIMPROVED PROPERTY CONTRACT BY AND BETWEEN FRANK ROBINSON III and SHARON WEISINGER, AS SELLER, AND WATERSTONE DEVELOPMENT GROUP, L.L.C, AS BUYER, REGARDING WALKER COUNTY APPRAISAL DISTRICT PROPERTY ID NOS. 13908, 13911, AND 13915

1. The Sales Price will be adjusted based on the survey acquired under Paragraph 6.C. The Sales Price will be calculated on the basis of \$18,500.00 per acre.
2. The conditions which must be met to effect closing are
 - a. Written water, sewer, and electrical capacity, including the availability of the required taps and meter loops for each home from the City or local provider.
 - b. Approval of design, plans, zoning, and use by all applicable governmental agencies; and
 - c. Clearance of all environmental issues including wetlands, and drainage by applicable regulatory agencies.
3. Notwithstanding any other provision herein to the contrary, the \$25,000.00 earnest money shall never be refundable to the Buyer after September 1, 2021 and shall be paid to the Seller.

SELLER:

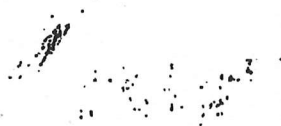

FRANK ROBINSON III


SHARON WEISINGER

BUYER:

WATERSTONE DEVELOPMENT GROUP, L.L.C

By:
Name:
Title:





UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Frank Robinson III (Seller) and Waterstone Development Group, LLC and/or its Assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lot [blank] Block [blank] Addition, Walker County Appraisal District Property ID Nos. 13845, 46218, and 58658 City of Huntsville, County of Walker, Texas, known as [blank]

(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the 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 \$ 717,985.00 B. Sum of all financing described in the attached: [] Third Party Financing Addendum, \$ 0 [] Loan Assumption Addendum, [] Seller Financing Addendum \$ 717,985.00 C. Sales Price (Sum of A and B) \$ 717,985.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder, who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder'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: [blank]

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 25,000.00 as earnest money to Polk County Abstract Inc. (address) agent, at 802 N. Washington Ave., Livingston, Texas 77351 to escrow agent within [blank] days after the Effective Date of this contract. 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. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

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 Polk County Abstract Inc. (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 [blank]

Initialed for identification by Buyer [initials] and Seller [initials]

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 promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 90 days after the Effective Date of this contract, Buyer shall 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.
- (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:

detached single family residences
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 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.

Initialed for identification by Buyer

and Seller

- (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, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (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."
- 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.

Initialed for identification by Buyer _____ and Seller _____

(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: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and 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. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. 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 DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.
- 8. 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 December 15, 2021, 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 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.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

See Special Provisions Addendum attached to this Contract.

Initialed for Identification by Buyer _____

and Seller _____

TREC NO. 9-13

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (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; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ _____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (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; 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, maintenance fees, assessments, dues and rents 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.

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

Initialed for identification by Buyer _____ and Seller _____

TREC-NO. 9-18

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- 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 TAX 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: 185 Cedar Point Dr
Livingston, Texas 77351
 Phone: (836) 646-8767
 Fax: ()
 E-mail: corporate@wdtexas.com

To Seller
 at: 312 Jenkins Rd.
Huntsville, Texas 77320
 Phone: (407) 947-8754
 Fax: ()
 E-mail: frank@prestigetexas.com

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 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
- Other (list): Special Provisions Addendum

Initialed for Identification by Buyer [Signature]


and Seller [Signature]

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 2,500.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 3 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 no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders 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 February, 2021 (Effective Date).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)


 Buyer WATERSTONE DEVELOPMENT GROUP, INC.


 Seller FRANK ROBINSON III


 Buyer _____



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. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION
 (Print name(s) on-y. Do not sign)

Other Broker Firm _____ License No. _____
Top Gun Realty License No. 423517
 Listing Broker Firm

represents Buyer only as Buyer's agent
 Seller as Listing Broker's subagent
 Seller and Buyer as an intermediary
 Seller only as Seller's agent

Associate's Name _____ License No. _____
Kolby Wells License No. 689801
 Listing Associate's Name

Associate's Email Address _____ Phone _____
teamofwells@gmail.com Phone 936-349-5388
 Listing Associate's Email Address

Licensed Supervisor of Associate _____ License No. _____
 Licensed Supervisor of Listing Associate

Other Broker's Address _____ Phone _____
18420 Hwy 105 W Phone _____
 Listing Broker's Office Address

City _____ State _____ Zip _____
Montgomery TX 77356
 City State Zip

Selling Associate's Name _____ License No. _____
Kolby Wells License No. _____
 Selling Associate's Name

Selling Associate's Email Address _____ Phone _____
 Selling Associate's Email Address

Licensed Supervisor of Selling Associate _____ License No. _____
 Licensed Supervisor of Selling Associate

Selling Associate's Office Address _____
 Selling Associate's Office Address

City _____ State _____ Zip _____
 City State Zip

Listing Broker has agreed to pay Other Broker _____ of the total sales price
 when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from
 Listing Broker's fee at closing.

OPTION FEE RECEIPT			
Receipt of \$ _____ (Option Fee) in the form of _____		Date _____	
is acknowledged.			
Seller or Listing Broker: _____			
EARNEST MONEY RECEIPT			
Receipt of \$ <u>25,000.00</u> Earnest Money in the form of <u>ck. # 5151</u>		Date/Time <u>3/1/21</u>	
is acknowledged.			
Escrow Agent <u>Polk County Abstract</u>	Received by _____	Email Address _____	Phone _____
Address <u>802 N. Washington Ave</u>			
City <u>Livingston TX 77351</u>			
Zip _____			
Fax _____			
CONTRACT RECEIPT			
Receipt of the Contract is acknowledged.		Date <u>3/1/21</u>	
is acknowledged.			
Escrow Agent <u>Polk County Abstract</u>	Received by _____	Email Address _____	Phone _____
Address <u>802 N. Washington Ave</u>			
City <u>Livingston TX 77351</u>			
State _____ Zip _____			
Fax _____			
ADDITIONAL EARNEST MONEY RECEIPT			
Receipt of \$ _____ additional Earnest Money in the form of _____		Date/Time _____	
is acknowledged.			
Escrow Agent _____	Received by _____	Email Address _____	Phone _____
Address _____			
City _____ State _____ Zip _____			
Fax _____			

[Handwritten signatures]

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Carissa Gandy on behalf of Devan Dawson
Bar No. 24104106
hmp@hmp-attorneys.com
Envelope ID: 57978962
Status as of 10/7/2021 2:14 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Haney. Moorman.Paschal, PC		hmp@hmp-attorneys.com	10/7/2021 1:47:29 PM	SENT
Carissa Gandy		cgandy@hmp-attorneys.com	10/7/2021 1:47:29 PM	SENT
Kenna Seiler		kseiler@seilermitby.com	10/7/2021 1:47:29 PM	SENT

No. 9985PR

IN THE ESTATE OF § **IN COUNTY COURT AT LAW**
§
KAREN ROBINSON, § **OF**
§
DECEASED § **WALKER COUNTY, TEXAS**

DECREE APPROVING SALE OF REAL PROPERTY

On this day the Court heard and considered the Report of Sale of Real Property of the following property:

Description: TRACT ONE: 38.315 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by field notes attached hereto in Exhibit "A."

Description: TRACT TWO: 1.938 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by field notes attached hereto in Exhibit "B."

Description: TRACT THREE: BEING 19.92 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being out of and a part of the 172.27 "Unrestricted Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT FOUR: BEING 3.28 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT FIVE: BEING 10.192 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT SIX: UNRESTRICTED RESERVE "A" (containing 5.177 acres of land), of the MINOR PLAT OF JOHN HICKS 46.771 ACRE SUBDIVISION, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, according to the map or plat thereof recorded in Volume 5, Page 180 of the Plat Records, Walker County, Texas.

There were two different contracts that took place; one contract for tracts one and two with a sales price of 1,017,500.00 with \$814,000 of that amount being financed; and the second contract for the tracts three, four, five, and six for \$717,985.00 cash, as referenced in Exhibit D.

The Court finds that at least five (5) days have expired since the filing of the Report of Sale; that the general bond is sufficient to protect the Estate and is in compliance with this Court's previous Order of Sale of Real Property and with the law; and that the real property has been sold for a fair price and such sale was properly made and in conformity with the law.

IT IS ORDERED and DECREED that the sale described in the Report of Sale is hereby **APPROVED** and conveyance of the property is authorized upon compliance by the Purchaser with the terms of sale, which sale is to be for cash and credit.

SIGNED this 8 day of OCTOBER, 2021.

Jay Sorensen

JUDGE PRESIDING

FILED FOR RECORD

At 9:02 o'clock 9 M

OCT 08 2021

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS

By mGladden Deputy

Exhibit A



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION
38.315 ACRES
IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37
WALKER COUNTY, TEXAS**

BEING a 38.315 acre tract situated in the Wiley Parker Survey, Abstract Number 37, Walker County, Texas, being comprised of all that same called 32.380 acre tract described in that certain Deed of Trust to Frank J. Robinson, III, recorded under Instrument Number 52070 of the Official Records of Walker County, Texas (O.R.W.C.T.), all that same called 4.065 acre tract described in instrument to Frank Robinson, recorded in Volume 440, Page 582 of the Deed Records of Walker County, Texas (O.R.W.C.T.), and a portion of the remainder of that certain called 122 acre tract described, further described as a portion of that certain called 15.000 acre tract, and all that same called 4.065 acre tract, recorded in Volume 166, Page 772, O.R.W.C.T., in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582, O.R.W.C.T., said 38.315 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found inside a 1-inch iron pipe in the apparent common line between said Parker Survey and the Warren Birdsall Survey, Abstract Number 6, the easterly line of that certain called 1,401 acre tract described in instrument to State of Texas, recorded in Volume Y, Page 181 of the Deed Records of Walker County, Texas (O.R.W.C.T.), for the common westerly corner of that certain called 20 acre tract described in instrument to Frank J. Robinson, recorded in Volume 432, Page 401, O.R.W.C.T., and a portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582, O.R.W.C.T., from which a 4 inch by 4-inch concrete monument found for the northeasterly corner of said 1,401 acre tract bears, North 02°41'21" West, 175.20 feet;

THENCE South 02°38'39" East, 757.00 feet, with the apparent common line between said Parker Survey and said Birdsall Survey, the common line between said 20 acre tract and said 1,401 acre tract, to a 2 inch iron pipe found for the common westerly corner of said 32.380 acre tract and said 20 acre tract, being the most westerly northwest corner and POINT OF BEGINNING, of the herein described 38.315 acre tract;

THENCE North 86°44'33" East, 1156.30 feet, with the common line between said 32.380 acre tract and said 20 acre tract, to a 5/8 inch iron rod found in the approximate centerline of an existing rock road for the common southerly corner of 20 acre tract and said 4.065 acre tract, being an interior corner of the herein described 38.315 acre tract;

THENCE North 03°27'10" West, 756.61 feet, with the approximate centerline of said existing rock road, with the westerly line of said 4.065 acre tract and said 15.000 acre tract, common to the easterly line of said 30 acre tract, to a 1/2 inch iron rod found in the approximate centerline of said existing rock road, for the common easterly corner of said 20 acre tract and said portion of the remainder of that certain called 122 acre tract, being the most northerly northwest corner of the herein described 38.315 acre tract;

THENCE South 57°15'10" East, 534.39 feet, severing over and across said 15.000 acre tract, to a 5/8 inch iron rod with cap found at the common corner of said 15.000 acre tract and that certain called 19.92 acre tract described as "Tract Two" in instrument to Frank J. Robinson, III, recorded in Volume 976, Page 212, O.R.W.C.T., being the northeasterly corner of the herein described 38.315 acre tract;

THENCE South 03°02'01" East, 443.22 feet, with the easterly line of 15.000 acre tract and said 4.063 acre tract, common to the westerly line of said 19.92 acre tract, to a 5/8 inch iron rod found for the common easterly corner of said 4.063 acre tract and said 32.380 acre tract, being an angle point in the easterly line of the herein described 38.315 acre tract;

THENCE South 03°14'08" East, with the westerly line of said 19.92 acre tract, that certain called 3.28 acre tract described as "Tract Three" in instrument to Frank J. Robinson, III, recorded in Volume 976, Page 212, O.R.W.C.T., and the most northerly west line of that certain called 19.89 acre tract described as "Tract One" in instrument to Waterstone Opportunity Fund, L.L.C., recorded under Instrument Number 48849, O.R.W.C.T., common to the easterly line of said 32.380 acre tract, to a 5/8 inch iron rod found for a common corner of said 32.380 acre tract and said 19.89 acre tract, being the southeasterly corner of the herein described 38.315 acre tract, from which a 5/8 inch iron rod with cap found for reference bears, North 23°13'28" West, 1.29 feet; 906.26 feet, to a calculated point for corner;

THENCE South 89°21'10" West, 536.40 feet, with the common line between said 32.380 acre tract and said 19.89 acre tract, to a 5/8 inch iron rod found for the common corner of said 32.380 acre tract, said 19.89 acre tract, and that certain called 50.54 acre tract described in instrument to 50.54 acre tract, recorded in Volume 1327, Page 347, O.R.W.C.T., being an angle point in the southerly line of the herein described 38.315 acre tract;

THENCE South 87°51'36" West, with the common line between said 32.380 acre tract and said 50.54 acre tract, at a distance of 1056.71 feet, pass a 1 inch iron pipe found for reference, in all, a total distance of 1059.20 feet, to a 1/2 inch iron rod with cap found in the apparent common line between said Parker Survey and said Birdsell Survey, the easterly line of said 1,401 acre tract for the common westerly corner of said 32.380 acre tract and said 50.54 acre tract, being the southwest corner of the herein described 38.315 acre tract;

THENCE North 02°31'08" West, 871.35 feet, with the apparent common line between said Parker Survey and said Birdsell Survey, the common line between said 32.380 acre tract and said 1,401 acre tract, to the PLACE OF BEGINNING;

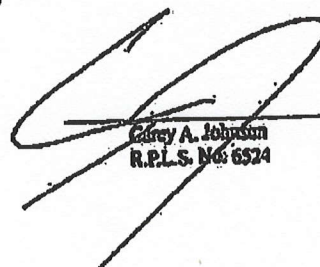
CONTAINING a computed area of 38.315 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on August 25, 2021, by Texas Professional Surveying, L.L.C., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number T280-06.

Bearings recited hereon are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

August 30, 2021
Date




Gregory A. Johnson
R.P.L.S. No. 6524

Page 2 of 2

National Investors Title Insurance Company

Exhibit B



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION
1.938 ACRES
IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37
WALKER COUNTY, TEXAS**

BEING a 1.938 acre tract situated in the Wiley Parker Survey, Abstract Number 37, Walker County, Texas, being a portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582 of the Official Records of Walker County, Texas (O.R.W.C.T.), said 1.938 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found inside a 1 inch iron pipe in the apparent common line between said Parker Survey and the Warren Birdsell Survey, Abstract Number 6, the easterly line of that certain called 1,401 acre tract described in instrument to State of Texas, recorded in Volume V, Page 181 of the Deed Records of Walker County, Texas (D.R.W.C.T.), for the common westerly corner of that certain called 20 acre tract described in instrument to Frank J. Robinson, recorded in Volume 432, Page 401 of the Deed Records of Walker County, Texas (D.R.W.C.T.), and said portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582 of the Official Records of Walker County, Texas (O.R.W.C.T.), from which a 4 inch by 4 inch concrete monument found for the northeasterly corner of said 1,401 acre tract bears, North 02°41'21" West, 173.30 feet;

THENCE North 86°45'35" East, 670.79 feet, with the common line between said 20 acre tract and said portion of the remainder of 122 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the POINT OF BEGINNING, being the southwesterly corner of the herein described 1.938 acre tract, from which a 3/8 inch iron rod with cap found for reference bears, North 03°18'48" West, 1.09 feet;

THENCE covering, over and across said portion of the remainder of 122 acre tract, the following two (2) courses and distances:

1. North 03°18'48" West, 176.94 feet, to a 5/8 inch iron rod with cap found for corner;
2. North 86°32'30" East, 474.70 feet, to a 5/8 inch iron rod found on the easterly edge of an existing rock road, in the common line between said portion of the remainder of 122 acre tract and a 15.000 acre tract, recorded in Volume 166, Page 772, O.R.W.C.T., for the northeasterly corner of the herein described 1.938 acre tract;

THENCE South 03°21'16" East, 178.74 feet, with the the margins of said existing rock road, the common line between said portion of the remainder of 122 acre tract and a 15.000 acre tract to a 1/2 inch iron rod found in the approximate centerline of said existing rock road, for the common easterly corner of said portion of the remainder of 122 acre tract and said 20 acre tract, being the southeasterly corner of the herein described 1.938 acre tract;

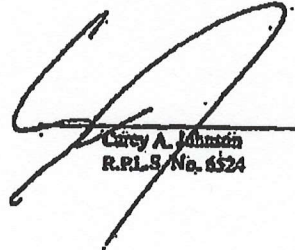
THENCE South 86°45'35" West, 474.83 feet, with the common line between said portion of the remainder of 122 acre tract and said 20 acre tract, to the PLACE OF BEGINNING;

CONTAINING a computed area of 1.938 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on August 25, 2021, by Texas Professional Surveying, LLC.; Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number T280-06.

Bearings recited herein are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

August 30, 2021
Date



Carey A. Johnson
R.P.L.S. No. 6524

Exhibit C

BEING 1898 acs, more or less, situated in the WILLY PARSONS QUARTER, A-37, in the City of Honolulu, Walter County, Texas, and being out of and a part of the 122.73 acs "Unsubstantiated Balance", Hawaiian Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, First Recorders of Walter County, Texas, and 1892 acs being more fully described by name and bounds as follows:

CORNERING of an iron rod found for the southeast corner of the Frank Robinson 122 acs tract, same being the upper west interior corner of said 122.73 acs tract;

TRaverse N 07°14' W, 101.57 feet of a 1/2" iron rod set in the east boundary of said Frank Robinson 122 acs tract for the southeast corner of the lands described tract and the PLACE OF BEGINNING;

TRaverse N 07°14' W, with said east boundary of Frank Robinson 122 acs tract, starting as herein set forth at 227.9 feet, comprising a total distance of 222.45 feet to a 1/2" iron rod in the course of Parker Creek;

TRaverse with the meanders of Parker Creek as follows:

- 1) N 13°-07' W, 22.27 feet,
- 2) N 72°-13' E, 23.07 feet,
- 3) N 12°-41' E, 201.73 feet,
- 4) N 19°-37' E, 114.93 feet,
- 5) N 32°-09' E, 129.22 feet,
- 6) N 72°-45' E, 132.47 feet,
- 7) N 62°-40' E, 21.55 feet,
- 8) N 51°-45' E, 21.55 feet,
- 9) N 40°-45' E, 21.43 feet,
- 10) N 57°-37' E, 21.55 feet,
- 11) N 61°-47' E, 77.35 feet,
- 12) S 53°-07' E, 104.61 feet,
- 13) S 77°-37' E, 22.05 feet,
- 14) S 62°-15' E, 21.55 feet,
- 15) N 32°-37' E, 21.55 feet,
- 16) N 20°-57' E, 72.41 feet to the point of intersection of Parker Creek with the southeast right of way line of the old California Lumber Company tract, same being the southeast corner of the W. H. Knott 42.33 acs tract, first of record in Volume 224, Page 237;

TRaverse S 43°-47' E, with the said southeast right-of-way line of the old California Lumber Company tract, starting as first set forth and the distance to a fence corner at 124.50 feet, comprising a total distance of 222.95 feet to a 1/2" iron rod set for the west boundary corner of the lands described tract;

TRaverse S 21°-07' W, 125.25 feet across said 122.73 acs tract to the PLACE OF BEGINNING.

TRACT 122 acre of land more or less situated in the **WILBY BANKER SURVEY, A-37**, Wilbur County, Texas and being out of the southwest corner of a certain **122** acre tract conveyed to **W.A. Coffey**, Thoma in a deed dated May 11, 1909 and recorded in Volume 417, Page 211 of the Deed Record of Wilbur County, Texas, said **122** acre being more particularly described by name and bounds as follows:

BEING 122 ac 17' less 100' found for the southwest corner of the remainder of the said **122** acre tract, same being the southwest corner of a certain **122** acre tract conveyed to **Frank J. Robinson Sr.** (Volume 145, Page 173, O.R.) and is a part of the original **122** acre tract, the beginning point also being in the east property line of a **Frank J. Robinson, Sr.**, **122** acre tract (Vol. 24, Page 697, Wilbur County Deed Record);

TRACT N 01°17'20" E with the north line of the said **122** acre tract, same being the south line of the said **122** acre tract, **215.42** feet to a 30° line and on for the southeast corner of the herein described **122** acre tract;

TRACT S 07°04'00" E, 547.00 ft. to a 30° line and found for the northeast corner of a 60 ft. easement which was conveyed by **Ed West** and **Frank J. Robinson Sr.** to the public and is recorded in a document dated September 4, 1921, Volume 151, Page 224 of the Wilbur County Official Records;

TRACT S 09°36'00" W, with the north line of said 60 ft. easement **270** ft. to a southeast termination in the west line of the said easement of the **122** acre tract and the east line of the said **Frank J. Robinson Sr.**, **122** acre tract, a 240' line and found;

TRACT N 07°15'00" W, with the **122** and **122** acre common line, **523.64** ft., to the **PLACE OF BEGINNING**.

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 5 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 on y)

- (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 Final Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within _____ days after the Effective Date of this contract, Buyer shall 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.
- (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 (a) 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; (b) any part 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 (c) any exceptions which prohibit the following use or activity:

Buyer must object (the either of (i) the Closing Date or (ii) _____ 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, (a) terminate this contract and the earnest money will be refunded to Buyer; or (b) 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 in 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 regarding what 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 §5.0(2), 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 type 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.

Initialed for identification by Buyer

and Seller

TREC NO. 9 13

- (3) **STATUTORY TAY DISTRICTS:** If the Property is situated in a utility or other district created district providing water, sewer, drainage, or flood control facilities and services, Chapter 46 Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the sale, bonded indorsement, 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, 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 extrajurisdictional 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 extrajurisdictional jurisdiction. To determine if the Property is located within a municipality's extrajurisdictional jurisdiction or is likely to be located within a municipality's extrajurisdictional 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, §5.014, Property Code, requires Seller to notify Buyer as follows. As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372 Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (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.
- 7. PROPERTY CONDITION:**
- A. ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agent 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 treatment 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 Unless otherwise agreed in writing by Seller, Seller shall complete or agree repairs and treatments prior to the Closing Date, and (ii) all required permits must be obtained, and 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 competently engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties provided by Seller with respect to the repairs and treatments will be transferred in Buyer at Buyer's expense. 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 as required by the statute should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

B. BROKERS' FEES: All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

D. CLOSING:

A. The closing of the sale will be on or before September 1, 2021 or within 7 days after objections made under Paragraph 5D 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 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.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

B. Leases:

- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s); and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert any factual statements and business deals applicable to the sale. TREC rules prohibit license holders from adding factual statements or business deals for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

See Special Provisions Addendum attached to this Contract.

Initiated for identification by Buyer [Signature] and Seller [Signature]

agent may (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deliver back the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. DEMAND:** Upon termination of this contract, either party or the escrow agent may cause 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, the other party may make a written demand for the earnest money. If a 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 received 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 the damages (i) the earnest money, (ii) reasonable attorney's fees, and (iii) all costs of suit.
- E. NOTICES:** Escrow agent's notices will be effective upon sent in compliance with Paragraph 21. Notice of objection to the demand will be 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 not use to show the Property and receive, negotiate and accept back up offers.

20. FEDERAL TAX 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 certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall initiate the sales process, 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 is, in excess of specified amounts, 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 to, or transmitted by fax or electronic transmission as follows:

<p>To Buyer at: <u>185 Cedar Point Dr</u> <u>Livingston, Texas 77351</u> Phone: <u>(836) 645-6787</u> Fax: <u>()</u> E-mail: <u>eservice@wdfw.com</u></p>	<p>To Seller at: <u>312 James Rd</u> <u>Huntsville, Texas 77320</u> Phone: <u>(407) 947-6754</u> Fax: <u>()</u> E-mail: <u>frank@questnet.com</u></p>
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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 checked="" type="checkbox"/> Other (list): <u>Special Provisions Addendum</u> |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | |

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 5000.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller by August 1, 2021. Hereafter the Effective Date of this contract (Option Period). Notice under this paragraph must be given by 5:00 p.m. local time where the Property is located by the Date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of the contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate licensee holders 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 07TH day of February, 2021 (Effective Date).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer: ~~WATERS COUNTY DEVELOPMENT GROUP INC~~

Seller: ~~FRAJIK ROBINSON III~~

Buyer

Seller: *Sharon Weisinger*
 SHARON WEISINGER *K. Chen Sun*



The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by licensed real estate license holders. No representation is made as to the accuracy or adequacy of any provision in any specific transaction. It is not intended for completion without the Texas Real Estate Commission. P.O. Box 12188, Austin, TX 78711-2188. (512) 506-7500 (http://www.trec.texas.gov) TREC NO. 9-13. This form replaces TREC NO. 9-12.

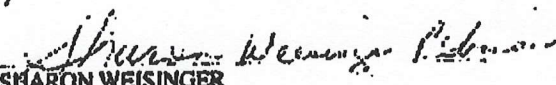
SPECIAL PROVISIONS ADDENDUM

TO UNIMPROVED PROPERTY CONTRACT BY AND BETWEEN FRANK ROBINSON III and SHARON WEISINGER, AS SELLER, AND WATERSTONE DEVELOPMENT GROUP, LLC, AS BUYER, REGARDING WALKER COUNTY APPRAISAL DISTRICT PROPERTY ID NOS. 13908, 13911, AND 13915

1. The Sales Price will be adjusted based on the survey acquired under Paragraph 6.C. The Sales Price will be calculated on the basis of \$18,500.00 per acre.
2. The conditions which must be met to effect closing are
 - a. Written water, sewer, and electrical capacity, including the availability of the required taps and meter loops for each home from the City or local provider.
 - b. Approval of design, plans, zoning, and use by all applicable governmental agencies; and
 - c. Clearance of all environmental issues including wetlands, and drainage by applicable regulatory agencies.
3. Notwithstanding any other provision herein to the contrary, the \$25,000.00 earnest money shall never be refundable to the Buyer after September 1, 2021 and shall be paid to the Seller.

SELLER:

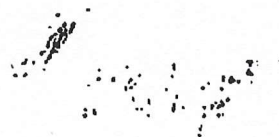

FRANK ROBINSON III


SHARON WEISINGER

BUYER:

WATERSTONE DEVELOPMENT GROUP, LLC

By:
Name:
Title:





UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Frank Robinson III (Seller) and Waterstone Development Group, LLC and/or its Assigns (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, _____, Walker County Appraisal District Property ID Nos. 13848, 48218, and 58658, City of Huntsville, County of Walker, Texas, known as _____

(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the 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\$ 717,885.00
B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ 0
C. Sales Price (Sum of A and B)\$ 717,885.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder, who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder'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: _____

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 25,000.00 as earnest money to Polk County Abstract Inc. (address), agent, at 802 N. Washington Ave., Livingston, Texas 77351. Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract. 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. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

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 Polk County Abstract Inc. (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 minors 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 _____

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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 promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 90 days after the Effective Date of this contract, Buyer shall 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.
- (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:

detached single family residence
Buyer must object the earlier of (i) the Closing Date or (ii) 6 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 6 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.

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and Seller

- (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, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
 - (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."
- 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.

Initiated for identification by Buyer _____ and Seller _____

(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:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and 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. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. 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 DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
(1) any flooding of the Property which has had a material adverse effect on the use of the Property;
(2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
(3) any environmental hazards that materially and adversely affect the Property;
(4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
(5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
(6) any threatened or endangered species or their habitat affecting the Property.
- 8. 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 December 15, 20 21, 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 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.
- 10. POSSESSION:**
A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
B. Leases:
(1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
(2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
- 11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)
See Special Provisions Addendum attached to this Contract.

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and Seller _____

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12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (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; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$_____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (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; 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, maintenance fees, assessments, dues and rents 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.

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

Initialed for identification by Buyer _____ and Seller _____

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agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- 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 TAX 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: 185 Cedar Point Dr.
Livingston, Texas 77351
 Phone: (936) 648-6767
 Fax: ()
 E-mail: cometata@wdtaxes.com

To Seller
 at: 312 Jenkins Rd.
Huntsville, Texas 77320
 Phone: (407) 847-8764
 Fax: ()
 E-mail: frank@prostageloxas.com

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 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
- Other (list): Special Provisions Addendum


Initialed for identification by Buyer [Signature] and Seller [Signature] TREC NO. 9-13

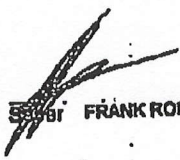
23. **TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 2,500.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within ~~by Sept. 1, 2021~~ 3 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 no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.


24. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders 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 February, 2021 (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

 _____
Buyer WATERSTONE DEVELOPMENT GROUP, INC.

 _____
SBI FRANK ROBINSON III

 _____
Buyer

 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. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION
 (Print name(s) only. Do not sign)

<u>Other Broker Firm</u> _____	<u>License No.</u> _____	<u>Top Gun Realty</u> _____	<u>423517</u>
		<u>Listing Broker Firm</u> _____	<u>License No.</u> _____
represents <input type="checkbox"/> Buyer only as Buyer's agent		represents <input type="checkbox"/> Seller and Buyer as an intermediary	
<input type="checkbox"/> Seller as Listing Broker's subagent		<input checked="" type="checkbox"/> Seller only as Seller's agent	
<u>Associate's Name</u> _____	<u>License No.</u> _____	<u>Kolby Wells</u> _____	<u>689601</u>
		<u>Listing Associate's Name</u> _____	<u>License No.</u> _____
<u>Associate's Email Address</u> _____	<u>Phone</u> _____	<u>kolbowells@gmail.com</u> _____	<u>836-349-6388</u>
		<u>Listing Associate's Email Address</u> _____	<u>Phone</u> _____
<u>Licensed Supervisor of Associate</u> _____	<u>License No.</u> _____	<u>Licensed Supervisor of Listing Associate</u> _____	<u>License No.</u> _____
		<u>18420 Hwy 105 W</u> _____	<u>Phone</u> _____
<u>Other Broker's Address</u> _____	<u>Phone</u> _____	<u>Listing Broker's Office Address</u> _____	
<u>City</u> _____	<u>State</u> _____	<u>Montgomery</u> _____	<u>TX</u> _____
		<u>City</u> _____	<u>State</u> _____
		<u>Zip</u> _____	<u>77358</u>
		<u>Kolby Wells</u> _____	<u>License No.</u> _____
		<u>Selling Associate's Name</u> _____	<u>License No.</u> _____
		<u>Selling Associate's Email Address</u> _____	<u>Phone</u> _____
		<u>Licensed Supervisor of Selling Associate</u> _____	<u>License No.</u> _____
		<u>Selling Associate's Office Address</u> _____	
		<u>City</u> _____	<u>State</u> _____
			<u>Zip</u> _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from Listing Broker's fee at closing.

OPTION FEE RECEIPT			
Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.			
Seller or Listing Broker			Date
EARNEST MONEY RECEIPT			
Receipt of \$ <u>25,000.00</u> Earnest Money in the form of <u>ck. # 5151</u> is acknowledged. <u>3/1/21</u>			
Escrow Agent <u>Polk County Abstract</u>			Date/TIME
Address <u>802 N. Washington Ave</u>			Phone
City <u>Livingston TX 77351</u>			Fax
CONTRACT RECEIPT			
Receipt of the Contract is acknowledged. <u>3/1/21</u>			
Escrow Agent <u>Polk County Abstract</u>			Date
Address <u>802 N. Washington Ave</u>			Phone
City <u>Livingston TX 77351</u>			Fax
ADDITIONAL EARNEST MONEY RECEIPT			
Receipt of \$ _____ additional Earnest Money in the form of _____ is acknowledged.			
Escrow Agent			Date/TIME
Address			Phone
City			Fax

[Handwritten signatures]

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Carissa Gandy on behalf of Devan Dawson
Bar No. 24104106
hmp@hmp-attorneys.com
Envelope ID: 57978962
Status as of 10/7/2021 2:14 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Carissa Gandy		cgandy@hmp-attorneys.com	10/7/2021 1:47:29 PM	SENT
Kenna Seiler		kseiler@seilermitby.com	10/7/2021 1:47:29 PM	SENT
Haney. Moorman.Paschal, PC		hmp@hmp-attorneys.com	10/7/2021 1:47:29 PM	SENT

No. 9985PR

IN THE ESTATE OF § **IN COUNTY COURT AT LAW**
KAREN ROBINSON, § **OF**
DECEASED § **WALKER COUNTY, TEXAS**

DECREE APPROVING SALE OF REAL PROPERTY

On this day the Court heard and considered the Report of Sale of Real Property of the following property:

Description: TRACT ONE: 38.315 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by field notes attached hereto in Exhibit "A."

Description: TRACT TWO: 1.938 acres, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by field notes attached hereto in Exhibit "B."

Description: TRACT THREE: BEING 19.92 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being out of and a part of the 172.27 "Unrestricted Reserve", Henderson Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT FOUR: BEING 3.28 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT FIVE: BEING 10.192 acres of land, more or less, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, and being more particularly described by metes and bounds on Exhibit "C" attached hereto and made a part hereof.

Description: TRACT SIX: UNRESTRICTED RESERVE "A" (containing 5.177 acres of land), of the MINOR PLAT OF JOHN HICKS 46.771 ACRE SUBDIVISION, situated in the WILEY PARKER SURVEY, A-37, Walker County, Texas, according to the map or plat thereof recorded in Volume 5, Page 180 of the Plat Records, Walker County, Texas.

There were two different contracts that took place; one contract for tracts one and two with a sales price of 1,017,500.00 with \$814,000 of that amount being financed; and the second contract for the tracts three, four, five, and six for \$717,985.00 cash, as referenced in Exhibit D.

The Court finds that at least five (5) days have expired since the filing of the Report of Sale; that the general bond is sufficient to protect the Estate and is in compliance with this Court's previous Order of Sale of Real Property and with the law; and that the real property has been sold for a fair price and such sale was properly made and in conformity with the law.

IT IS ORDERED and DECREED that the sale described in the Report of Sale is hereby **APPROVED** and conveyance of the property is authorized upon compliance by the Purchaser with the terms of sale, which sale is to be for cash and credit.

SIGNED this 13 day of OCTOBER, 2021.

Judy Sorensen

JUDGE PRESIDING

FILED FOR RECORD

At 1:21 o'clock PM

OCT 13 2021

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS

By M. Gladden Deputy

Exhibit A



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)758-7447 FAX (936)758-7448
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION
38.315 ACRES
IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37
WALKER COUNTY, TEXAS**

BEING a 38.315 acre tract situated in the Wiley Parker Survey, Abstract Number 37, Walker County, Texas, being comprised of all that same called 32.380 acre tract described in that certain Deed of Trust to Frank J. Robinson, III, recorded under Instrument Number 52070 of the Official Records of Walker County, Texas (O.R.W.C.T.), all that same called 4.065 acre tract described in instrument to Frank Robinson, recorded in Volume 440, Page 582 of the Deed Records of Walker County, Texas (D.R.W.C.T.), and a portion of the remainder of that certain called 122 acre tract described, further described as a portion of that certain called 15.000 acre tract, and all that same called 4.065 acre tract, recorded in Volume 166, Page 772, O.R.W.C.T., in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582, O.R.W.C.T., said 38.315 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found inside a 1 inch iron pipe in the apparent common line between said Parker Survey and the Warren Birdsall Survey, Abstract Number 6, the easterly line of that certain called 1,401 acre tract described in instrument to State of Texas, recorded in Volume V, Page 181 of the Deed Records of Walker County, Texas (D.R.W.C.T.), for the common westerly corner of that certain called 20 acre tract described to instrument to Frank J. Robinson, recorded in Volume 432, Page 401, D.R.W.C.T., and a portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582, O.R.W.C.T., from which a 4 inch by 4 inch concrete monument found at the northeasterly corner of said 1,401 acre tract bears, North 02°41'21" West, 175.20 feet;

THENCE South 02°38'39" East, 757.00 feet, with the apparent common line between said Parker Survey and said Birdsall Survey, the common line between said 20 acre tract and said 1,401 acre tract, to a 2 inch iron pipe found for the common westerly corner of said 32.380 acre tract and said 20 acre tract, being the most westerly northwest corner and POINT OF BEGINNING, of the herein described 38.315 acre tract;

THENCE North 86°44'33" East, 1156.30 feet, with the common line between said 32.380 acre tract and said 20 acre tract, to a 5/8 inch iron rod found in the approximate centerline of an existing rock road for the common southerly corner of 20 acre tract and said 4.065 acre tract, being an interior corner of the herein described 38.315 acre tract;

THENCE North 03°27'10" West, 756.61 feet, with the approximate centerline of said existing rock road, with the westerly line of said 4.065 acre tract and said 15.000 acre tract, common to the easterly line of said 30 acre tract, to a 1/2 inch iron rod found in the approximate centerline of said existing rock road, for the common easterly corner of said 20 acre tract and said portion of the remainder of that certain called 122 acre tract, being the most northerly northwest corner of the herein described 38.315 acre tract;

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National Investors Title Insurance Company

THENCE South 57°15'10" East, 534.39 feet, severing, over and across said 15.000 acre tract, to a 5/8 inch iron rod with cap found at the common corner of said 15.000-acre tract and that certain called 19.92 acre tract described as "Tract Two" in instrument to Frank J. Robinson, III, recorded in Volume 976, Page 212, O.R.W.C.T., being the northeastern corner of the herein described 38.315 acre tract;

THENCE South 03°02'01" East, 443.22 feet, with the easterly line of said 15.000 acre tract and said 4.065 acre tract, common to the westerly line of said 19.92 acre tract, to a 5/8 inch iron rod found for the common easterly corner of said 4.065 acre tract and said 32.380 acre tract, being an angle point in the easterly line of the herein described 38.315 acre tract;

THENCE South 03°14'05" East, with the westerly line of said 19.92 acre tract, that certain called 3.28 acre tract described as "Tract Three" in instrument to Frank J. Robinson, III, recorded in Volume 976, Page 212, O.R.W.C.T., and the most northerly west line of that certain called 19.89 acre tract described as "Tract One" in instrument to Waterstone Opportunity Fund, L.L.C., recorded under instrument Number 46849, O.R.W.C.T., common to the easterly line of said 32.380-acre tract, to a 5/8 inch iron rod found for a common corner of said 32.380 acre tract and said 19.89 acre tract, being the southeastern corner of the herein described 38.315 acre tract, from which a 5/8 inch iron rod with cap found for reference bears, North 23°13'28" West, 1.29 feet; 906.26 feet, to a calculated point for corner;

THENCE South 85°21'10" West, 536.40 feet, with the common line between said 32.380 acre tract and said 19.89 acre tract, to a 5/8 inch iron rod found for the common corner of said 32.380 acre tract, said 19.89 acre tract, and that certain called 50.54 acre tract described in instrument to 50.54 acre tract, recorded in Volume 1327, Page 347, O.R.W.C.T., being an angle point in the southerly line of the herein described 38.315 acre tract;

THENCE South 87°51'36" West, with the common line between said 32.380 acre tract and said 50.54 acre tract, at a distance of 1056.71 feet, pass a 1 inch iron pipe found for reference, in all, a total distance of 1059.20 feet, to a 1/2 inch iron rod with cap found in the apparent common line between said Parker Survey and said Birdsell Survey, the easterly line of said 1,401 acre tract for the common westerly corner of said 32.380 acre tract and said 50.54 acre tract, being the southwestern corner of the herein described 38.315 acre tract;

THENCE North 02°31'08" West, 871.35 feet, with the apparent common line between said Parker Survey and said Birdsell Survey, the common line between said 32.380 acre tract and said 1,401 acre tract, to the PLACE OF BEGINNING;

CONTAINING a computed area of 38.315 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on August 25, 2021, by Texas Professional Surveying, L.L.C., Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number T280-06.

Bearings recited herein are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

August 30, 2021
Date



Gary A. Johnson
R.P.L.S. No. 6524

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National Investors Title Insurance Company

Exhibit B



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)758-7447 FAX (936)758-7448
FIRM REGISTRATION No. 100834-00

**FIELD NOTE DESCRIPTION
1.938 ACRES
IN THE WILEY PARKER SURVEY, ABSTRACT NUMBER 37
WALKER COUNTY, TEXAS**

BEING a 1.938 acre tract situated in the Wiley Parker Survey, Abstract Number 37, Walker County, Texas, being a portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582 of the Official Records of Walker County, Texas (O.R.W.C.T.), said 1.938 acre tract being more particularly described by meters and bounds as follows:

COMMENCING at a 1/2 inch iron rod found inside a 1 inch iron pipe in the apparent common line between said Parker Survey and the Warren Birdsell Survey, Abstract Number 6, the easterly line of that certain called 1.401 acre tract described in instrument to State of Texas, recorded in Volume Y, Page 181 of the Deed Records of Walker County, Texas (O.R.W.C.T.), for the common westerly corner of that certain called 20 acre tract described in instrument to Frank J. Robinson, recorded in Volume 432, Page 401 of the Deed Records of Walker County, Texas (O.R.W.C.T.), and said portion of the remainder of that certain called 122 acre tract described in instrument to Frank J. Robinson, III, recorded in Volume 977, Page 582 of the Official Records of Walker County, Texas (O.R.W.C.T.), from which a 4 inch by 4 inch concrete monument found for the northeasterly corner of said 1.401 acre tract bears, North 02°41'21" West, 175.20 feet;

THENCE North 86°45'35" East, 670.79 feet, with the common line between said 20 acre tract and said portion of the remainder of 122 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for the POINT OF BEGINNING, being the southwesterly corner of the herein described 1.938 acre tract, from which a 5/8 inch iron rod with cap found for reference bears, North 03°18'48" West, 1.69 feet;

THENCE severing, over and across said portion of the remainder of 122 acre tract, the following two (2) courses and distances:

1. North 03°18'48" West, 176.94 feet, to a 5/8 inch iron rod with cap found for corner;
2. North 86°32'30" East, 474.70 feet, to a 5/8 inch iron rod found on the easterly edge of an existing rock road, in the common line between said portion of the remainder of 122 acre tract and a 15.000 acre tract, recorded in Volume 166, Page 772; O.R.W.C.T., for the northeasterly corner of the herein described 1.938 acre tract;

THENCE South 03°21'16" East, 178.74 feet, with the the margin of said existing rock road, the common line between said portion of the remainder of 122 acre tract and a 15.000 acre tract, to a 1/2 inch iron rod found in the approximate centerline of said existing rock road, for the common easterly corner of said portion of the remainder of 122 acre tract and said 20 acre tract, being the southeasterly corner of the herein described 1.938 acre tract;

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National Investors Title Insurance Company

THENCE South 86°45'35" West, 474.83 feet, with the common line between said portion of the remainder of 122 acre tract and said 20 acre tract, to the PLACE OF BEGINNING;

CONTAINING a computed area of 1.938 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on August 25, 2021, by Texas Professional Surveying, LLC.; Registered Professional Land Surveyors and is referenced to Survey Drawing Project Number T280-06.

Bearings recited herein are based on GPS observations and are referenced to the North American Datum (NAD) 1983, Texas State Plane Coordinate System, Central Zone (4203).

August 30, 2021
Date



Corey A. Johnson
R.P.L.S. No. 6524

Exhibit C

BEING 1932 acre, more or less, shown in the WILLY FARBER SURVEY, A-31, in the City of Houston, Walker County, Texas, and being out of and a part of the 172.79 acre "Unsubdivided Estate", Florence Land Company, Section 1, according to the plat recorded in Volume 1, Page 171, Plat Records of Walker County, Texas and 19.92 acre hereinafter fully described by name and boundary as follows:

CORNERED at an iron rod found at the southeast corner of the Frank Robinson 122 acre tract, same being the upper west boundary corner of said 191.73 acre tract;

THENCE N 07°14' W, 715.79 feet of a 1/4" iron rod set in the east boundary of said Frank Robinson 122 acre tract for the southeast corner of the herein described tract and the PLACE OF BEGINNING;

THENCE N 07°14' W, with said west boundary of Frank Robinson 122 acre tract, passing an iron rod the distance of 227.9 feet, connecting a point distance of 227.43 feet to a 1/4" iron rod in the center of Parker Creek;

THENCE with the meanders of Parker Creek as follows:

- 1) N 32°57' W, 52.21 feet,
- 2) N 23°43' E, 73.67 feet,
- 3) N 28°41' E, 101.78 feet,
- 4) N 19°39' E, 115.91 feet,
- 5) N 32°09' E, 123.23 feet,
- 6) N 72°45' E, 159.69 feet,
- 7) N 62°54' E, 35.53 feet,
- 8) N 61°49' E, 21.25 feet,
- 9) N 40°57' E, 65.43 feet,
- 10) N 55°47' E, 61.53 feet,
- 11) N 62°47' E, 77.35 feet,
- 12) N 61°49' E, 159.01 feet,
- 13) S 77°33' E, 72.05 feet,
- 14) S 65°35' E, 65.53 feet,
- 15) N 32°57' E, 61.68 feet,
- 16) N 32°57' E, 22.61 feet to the point of intersection of Parker Creek

with the southeast right of way line of the Old Collins Lumber Company tract road, passing an iron rod for reference at a point distance of 154.59 feet, connecting a point distance of 645.03 feet to a 1/4" iron rod for the most westerly corner of the herein described tract;

THENCE S 41°49' E, with the said southeast right of way line of the Old Collins Lumber Company tract road, passing an iron rod for reference at a point distance of 154.59 feet, connecting a point distance of 645.03 feet to a 1/4" iron rod for the most westerly corner of the herein described tract;

THENCE S 01°42' W, 1631.25 feet across said 191.73 acre tract to the PLACE OF BEGINNING.

BEING 1.25 acres of land more or less situated in the WILBY RANGER SURVEY, A-37, Wilcox County, Texas and being out of the southeast corner of a certain 122.75 acre tract conveyed to W.S. Coffey, Thorton in a deed dated May 11, 1909 and recorded in Volume 422, Page 211 of the Deed Records of Wilcox County, Texas, said 1.25 acres being more particularly described by name and bounds as follows:

BEING QUARTER of 1/4 - less and found for the southeast corner of the southeast of the said 122.75 acre tract, same being the southeast corner of a certain 122.75 acre tract which belongs to Frank J. Robinson Sr. (Volume 143, Page 378, O.R.) and is a part of the original 122.75 acre tract, the beginning point of the same being in the east company line of a Frank J. Robinson, Sr., 122 acre tract (Vol. 91, Page 657, Wilcox County Deed Records);

THENCE N 61° 17' 30" E with the north line of the said 122.75 acre tract, same being the north line of the said 122.75 acre tract, 205.42 feet to a 30° line and on to the southeast corner of the herein described 1.25 acre tract;

THENCE S 09° 04' 00" E, 242.00 ft. to a 50° line and found for the southeast corner of a 60 ft. easement which was conveyed by Ed Wood and Frank J. Robinson Sr. to the public and is recorded in a document dated September 4, 1901, Volume 151, Page 224 of the Wilcox County Official Records;

THENCE S 09° 04' 00" W, with the north line of said 60 ft. easement 270 ft. to a southeast intersection in the west line of the said southeast of the 122.75 acre tract and the east line of the said Frank J. Robinson Sr., 122 acre tract, a 30° line and found;

THENCE N 01° 15' 00" W, with the 122.75 and 122 acre easement line, 505.64 ft., to the PLACE OF BEGINNING.

Exhibit D

PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

8 12 18



UNIMPROVED PROPERTY CONTRACT
 NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are Frank Robinson II and Sharon Whinnery (Seller) and Waterstone Development Group LLC and/or its Assignee (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, _____
Walker County Appraisal District Property ID Nos. 1390A, 13911, and 13915
 City of Huntsville County of Walker
 Texas, known as _____

(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the 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 \$ 1,017,500.00
 B. Sum of all financing described in the attached Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum ... \$ 0
 C. Sales Price (Sum of A and B) \$ 1,017,500.00

4. **LICENSE HOLDER DISCLOSURE:** Texas law requires a real estate licensee holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the licensee holder owns more than 10%, or a trust for which the licensee holder acts as trustee or of which the licensee holder or the licensee holder'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 _____

5. **EARNEST MONEY:** Within 3 days after the Effective Date, Buyer must deliver \$ 25,000.00 as earnest money to Walker County Abstract Inc as escrow agent, at 802 N. Washington Ave., Livingston, Texas 77351 (address). Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract. If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 16, or both, by providing notice to Buyer before Buyer delivers the earnest money. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

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 Walker County Abstract Inc (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 liens, 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, islands, 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.
 (9) It will not be amended or deleted from the title policy; or
 (9) It 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, shall furnish to Buyer a copy 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 _____

Initialed for identification by Buyer _____ and Seller _____ TREC NO. 8-13

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 5 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 on y)

(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 Reasonable Final Property Affidavit promulgated by the Texas Department of Insurance (T 47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at _____ Seller's / Buyer's expense no later than 3 days prior to Closing Date.

(2) Within _____ days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt at the date specified in this paragraph, whichever is earlier.

(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 (a) defects, exceptions, or circumstances to title; disclosed on the survey other than items 6A(1) through (7) above; or disclosures in the Commitment other than items 6A(1) through (9) above; (b) any part 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 (c) any exceptions which prohibit the following use or access:

detached single family residence
Buyer must object (the earlier of (a) the Closing Date or (b) _____ 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 allowed 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, (a) terminate this contract and the earnest money will be refunded to Buyer; or (b) waive the objections. If Buyer does not terminate 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 regarding 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 personally 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 size 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.

Initialed for identification by Buyer _____ and Seller _____

- (3) **STATUTORY TAY DISTRICTS:** If the Property is situated in a utility or other statutory created district providing water, sewer, drainage, or flood control facilities and services, Chapter 46 Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the sale, bonded indorsement, or standby letter of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the State Title 125, Texas Natural Resource 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 extrajurisdiction 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 extrajurisdiction. To determine if the Property is located within a municipality's extrajurisdiction or is likely to be located within a municipality's extrajurisdiction, contact all municipalities located in the general vicinity 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, §5.014, Property Code, requires Seller to notify Buyer as follows. As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372 Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of the assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (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.

7. PROPERTY CONDITION:

A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agent 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 a specialist. Seller's expense shall immediately cause working utilities to be turned on and the seller 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.

Initiated for identification by Buyer _____ and Seller _____

TREC NO 9-13

- (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 Unless otherwise agreed in writing (1) Seller shall complete all agreed repairs and treatments prior to the Closing Date, and (2) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if not licensed, is required by law and contractually engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranty received by Seller with respect to the repairs and treatments will be transferred in Buyer's name at Buyer's expense. 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 approved by the parties should be used.

E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards that materially and adversely affect the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. 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 September 1, 2021 or within 7 days after objection made under Paragraph 8D 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 8 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 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.

10. POSSESSION:

A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present condition upon closing and funding.

B. Lessor:

- (1) After the Effective Date Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
- (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the leases, and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.

11. SPECIAL PROVISIONS: (Insert only factual statements and business dealer's applicable to the sale. TREC rules prohibit licensee holders from adding factual statements or business dealer's for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

See Special Provisions Addendum attached to this Contract

12. SETTLEMENT AND OTHER EXPENSES:

A The following expenses must be paid at or prior to closing

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Release of existing liens, including prepayment penalties and recording fees, release of Seller's loan liability, the statement of certified preparation of dec. the bill of escrow fee, and other expenses payable by Seller under this contract
- (b) Seller shall also pay an amount not to exceed \$_____ to be applied to the following order: Buyer's Expenses which Buyer is prohibited from paying by FVA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender

- (2) Expenses payable by Buyer (Buyer's Expenses): Annual tax, loan application fees, origination charges, credit reports, preparation of loan documents; interest on the note, from date of disbursement to the month prior to date of first monthly payment; recording fees; copies of covenants and restrictions; loan title policy with endorsed endorsements; loan-related inspection fees, photos, amortization schedule, one half of escrow fee, all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, and valuation fees and special governmental assessments; final compliance inspection; courier fee, repair inspection; underwriting fee; wrap 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, 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 FVA, VA Texas Veterans Land Board or other governmental loan program regulations

13. PRORATIONS AND ROLLBACK TAXES:

A PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemption 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 earnest money 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: If 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.

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, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only receive from the escrow agent the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C **DEMAND:** Upon termination of this contract, either party or the escrow agent may make 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 other party for the earnest money. If a party makes written demand for the earnest money, the escrow agent shall promptly provide a copy of the demand to the other party. If the escrow agent does not receive written objection to the demand from the other party within 15 days, the escrow agent may disburse the earnest money to the party making the demand. Escrow agent may disburse the earnest money on behalf of the party receiving the earnest money and escrow agent is by law the trustee of the earnest money. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the discharge 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 (a) damages, (b) the earnest money, (ii) 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 at 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 bids up until closing.

20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit of 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 or assets of specified amounts are 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 to, or transmitted by law of electronic transmission as follows:

<p>To Buyer at: <u>185 Cedar Point Dr</u> <u>Livingston, Texas 77351</u></p> <p>Phone: <u>(936) 845-5767</u></p> <p>Fax: <u>(936) 845-5767</u></p> <p>E-mail: <u>corporate@westtexas.com</u></p>	<p>To Seller at: <u>312 Jenkins Rd</u> <u>Northville, Texas 77320</u></p> <p>Phone: <u>(407) 947-5754</u></p> <p>Fax: <u>(407) 947-5754</u></p> <p>E-mail: <u>bank@questwesttexas.com</u></p>
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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 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
- Other (list): Special Provisions Addendum

Initiated for identification by Buyer _____ and Seller _____ TREC NO 9-13

23. TERMINATION OPTION: For non-trivial consideration, the receipt of which is first acknowledged by Seller, and Buyer's agreement to pay Seller \$ 5000.00 (Option Fee), within 3 days after the Effective Date of this contract, Seller grants Buyer the right to terminate this contract by giving notice of termination to Seller by August 1, 2021 days after the Effective Date of this contract (Option Period) Seller, under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract; and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded, however, any earnest money will be refunded to Buyer. The Option Fee will not be credited to the Sales Price at Closing Time if of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders 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 27th day of February, 2021 (Effective Date).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer: WATERBURY DEVELOPMENT GROUP INC

Seller: FRANK ROBINSON III

Buyer: _____

Seller: SHARON WEISINGER KILINSKI



The form of this contract has been approved by the Texas Real Estate Commission. It is intended for use only by licensed real estate license holders. No representation is made as to the validity or adequacy of any provision in any specific instrument. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188. (512) 525-3567 (<http://www.trec.texas.gov>) TREC NO. 9-13. This form replaces TREC NO. 9-12.

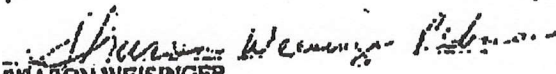
SPECIAL PROVISIONS ADDENDUM

TO UNIMPROVED PROPERTY CONTRACT BY AND BETWEEN FRANK ROBINSON III and SHARON WEISINGER, AS SELLER, AND WATERSTONE DEVELOPMENT GROUP, LLC, AS BUYER, REGARDING WALKER COUNTY APPRAISAL DISTRICT PROPERTY ID NOS. 13908, 13911, AND 13915

1. The Sales Price will be adjusted based on the survey acquired under Paragraph 6.C. The Sales Price will be calculated on the basis of \$18,500.00 per acre.
2. The conditions which must be met to effect closing are
 - a. Written water, sewer, and electrical capacity, including the availability of the required taps and meter loops for each home from the City or local provider.
 - b. Approval of design, plans, zoning, and use by all applicable governmental agencies; and
 - c. Clearance of all environmental issues including wetlands, and drainage by applicable regulatory agencies.
3. Notwithstanding any other provision herein to the contrary, the \$25,000.00 earnest money shall never be refundable to the Buyer after September 1, 2021 and shall be paid to the Seller.

SELLER:


FRANK ROBINSON III


SHARON WEISINGER

BUYER:

WATERSTONE DEVELOPMENT GROUP, LLC

By:
Name:
Title:



UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. PARTIES: The parties to this contract are Frank Robinson III (Seller) and Waterstone Development Group, LLC and/or its Assigns (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, _____, Walker County Appraisal District Property ID Nos. 13848, 48718, and 58659, City of Huntsville, County of Walker, Texas, known as _____

(address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the 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\$ 717,985.00
B. Sum of all financing described in the attached: Third Party Financing Addendum, Loan Assumption Addendum, Seller Financing Addendum\$ 0
C. Sales Price (Sum of A and B)\$ 717,985.00

4. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder, who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as trustee or of which the license holder or the license holder'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: _____

5. EARNEST MONEY: Within 3 days after the Effective Date, Buyer must deliver \$ 25,000.00 as earnest money to Prk County Abstract Inc. as escrow agent, at 802 N. Washington Ave., Livingston, Texas 77351 (address). Buyer shall deliver additional earnest money of \$ _____ to escrow agent within _____ days after the Effective Date of this contract. 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. If the last day to deliver the earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday. Time is of the essence for this paragraph.

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 Prk County Abstract Inc. (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 miners' 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 _____

Initiated for identification by Buyer _____ and Seller _____

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 promulgated by the Texas Department of Insurance (T-47 Affidavit). If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date. If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at Seller's Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within 90 days after the Effective Date of this contract, Buyer shall 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.
- (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:

~~detached single family residences~~
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 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.

Initialed for Identification by Buyer

and Seller

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutory 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, §33.136, 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, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (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."
- 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.

Initiated for identification by Buyer, _____

and Seller _____

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- (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:** Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and 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. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. 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 DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.
- 8. 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 December 15, 2021, 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 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.
- 10. POSSESSION:**
- A. Buyer's Possession: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.
- B. Leases:
- (1) After the Effective Date, Seller may not execute any lease (including but not limited to mineral leases) or convey any interest in the Property without Buyer's written consent.
 - (2) If the Property is subject to any lease to which Seller is a party, Seller shall deliver to Buyer copies of the lease(s) and any move-in condition form signed by the tenant within 7 days after the Effective Date of the contract.
- 11. SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)
- See Special Provisions Addendum attached to this Contract.

Initialed for Identification by Buyer _____ and Seller _____

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12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (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; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$_____ to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (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; 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, maintenance fees, assessments, dues and rents 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.

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

Initialed for identification by Buyer _____ and Seller _____

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

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. Notices 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 TAX 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: 185 Cedar Point Dr.
Livingston, Texas 77351
 Phone: (836) 648-8767
 Fax: ()
 E-mail: corporata@wtxas.com

To Seller
 at: 312 Jenkins Rd.
Huntsville, Texas 77320
 Phone: (407) 947-8754
 Fax: ()
 E-mail: frank@prestigetexas.com

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 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
- Other (list): Special Provisions Addendum

Initialed for Identification by Buyer [Signature] and Seller [Signature] TREC NO. 9-13

23. TERMINATION OPTION: For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$ 2,500.00 (Option Fee) within 3 days after the Effective Date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within by Sept. 1, 2021 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 no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

24. CONSULT AN ATTORNEY BEFORE SIGNING: TREC rules prohibit real estate license holders 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 February, 2021 (Effective Date).
 (BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

Buyer WATERSTONE DEVELOPMENT GROUP, INC.

Seller FRANK ROBINSON III

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) 636-3000 (http://www.trec.texas.gov) TREC NO. 9-13. This form replaces TREC NO. 9-12.

BROKER INFORMATION
 (Print name(s) on-y. 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. _____

Associate's Email Address _____ Phone _____

Licensed Supervisor of Associate _____ License No. _____

Other Broker's Address _____ Phone _____

City _____ State _____ Zip _____

Top Gun Realty _____ License No. 423517
 Listing Broker Firm

represents Seller and Buyer as an intermediary
 Seller only as Seller's agent

Koby Wells _____ License No. 889801
 Listing Associate's Name

kobowells@gmail.com _____ Phone 836-348-5398
 Listing Associate's Email Address

Licensed Supervisor of Listing Associate _____ License No. _____

1842D Hwy 105 W _____ Phone _____
 Listing Broker's Office Address

Montgomery _____ TX _____ 77358
 City State Zip

Koby Wells _____ License No. _____
 Selling Associate's Name

Selling Associate's Email Address _____ Phone _____

Licensed Supervisor of Selling Associate _____ License No. _____

Selling Associate's Office Address _____

City _____ State _____ Zip _____

Listing Broker has agreed to pay Other Broker _____ of the total sales price
 when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay Other Broker from
 Listing Broker's fee at closing.

OPTION FEE RECEIPT			
Receipt of \$ _____ (Option Fee) in the form of _____ is acknowledged.		Date _____	
Escrow Agent / Listing Broker _____			
EARNEST MONEY RECEIPT			
Receipt of \$ <u>25,000.00</u> Earnest Money in the form of _____ is acknowledged.		Date <u>3/1/21</u>	
Escrow Agent <u>Polk County Abstract</u>		Received by _____	
Address <u>802 N. Washington Ave</u>		Email Address _____	
City <u>Livingston TX 77351</u>		Phone _____	
State _____		Zip _____	
Fax _____		Date <u>3/1/21</u>	
CONTRACT RECEIPT			
Receipt of the Contract is acknowledged.		Date _____	
Escrow Agent <u>Polk County Abstract</u>		Received by _____	
Address <u>802 N. Washington Ave</u>		Email Address _____	
City <u>Livingston TX 77351</u>		Phone _____	
State _____		Zip _____	
Fax _____		Date _____	
ADDITIONAL EARNEST MONEY RECEIPT			
Receipt of \$ _____ additional Earnest Money in the form of _____ is acknowledged.		Date _____	
Escrow Agent _____		Received by _____	
Address _____		Email Address _____	
City _____		Phone _____	
State _____		Zip _____	
Fax _____		Date _____	

[Handwritten signatures]

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Carissa Gandy on behalf of Devan Dawson
Bar No. 24104106
hmp@hmp-attorneys.com
Envelope ID: 58027803
Status as of 10/8/2021 3:02 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Haney. Mooman.Paschal, PC		hmp@hmp-attorneys.com	10/8/2021 2:51:27 PM	SENT
Carissa Gandy		cgandy@hmp-attorneys.com	10/8/2021 2:51:27 PM	SENT
Kenna Seiler		kseiler@seilermitby.com	10/8/2021 2:51:27 PM	SENT