

EL DORADO LOT SALE CONTRACT

Bevlaurent LLC, a Texas limited liability company ("**Seller**"), sells and agrees to convey to _____ ("**Buyer**" whether one or more), and Buyer agrees to purchase the following described real property ("**Lot**") in the El Dorado subdivision ("**Subdivision**"):

Lot _____, Block _____, EL DORADO SUBDIVISION, a subdivision in Bastrop County, Texas, according to map or plat thereof recorded in Cabinet 6, Pages 192-A, 192-B, 193-A, and 193-B, Official Public Records of Bastrop County, Texas, 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.

This Lot Sale Contract ("**Contract**") is executed upon the following terms and conditions:

1. PURCHASE PRICE AND ADDITIONAL COSTS.

A. **Purchase Price.** The "**Purchase Price**" for the Lot is \$ _____, payable from Buyer with wired funds or by certified or cashier's check at Closing (defined below). The cash portion of the Purchase Price is \$ _____; the financed portion of the Purchase Price is \$ _____. If applicable, a third party financing addendum is attached.

B. **Additional Costs.** Buyer acknowledges and agrees that Buyer will be responsible for all building permit fees, homeowners' association fees (including any prepayment of assessments required by the homeowners' association), charges and assessments, on-site sewage facilities, and all other fees and expenses customary with single family home construction in the Subdivision and in Bastrop County, Texas, all of which will be the responsibility and obligation of Buyer.

2. EARNEST MONEY. Within one (1) business day after the Effective Date of this Contract, Buyer will deliver an amount equal to two hundred and fifty dollars (\$ 250 _____), payable in cash, by wire, or by certified or cashier's check, to Independence Title Company, attention: Becky Hillyer, escrow officer, whose address is 4917 FM 3009 | Schertz, TX 78154 ("**Title Company**"), which will be held by the Title Company as "**Earnest Money**" under the terms of this Contract. If Buyer fails to timely deliver the Earnest Money, this Contract will, at the option of Seller, terminate and be of no further force or effect.

3. TERMINATION OPTION. Within one (1) business day after the Effective Date of this Contract, Buyer may deliver the sum of **\$100.00**, payable in cash or by certified or cashier's check, to the Seller ("**Option Fee**") for the unrestricted right to terminate this Contract by giving notice of termination to Seller within **seven (7)** 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 Lot 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 be credited to the Purchase Price at Closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required.

4. SURVEY. Buyer may, at Buyer's sole cost and expense, obtain a survey of the Lot ("Survey").

5. TITLE. Seller will obtain from the Title Company and deliver to Buyer a Commitment for Owner's Policy of Title Insurance ("Commitment") in Buyer's favor in the amount of the Purchase Price for the Lot and reflecting the ownership of and encumbrances upon the Lot, together with copies of all items referenced, within twenty (20) days after the date of this Contract. If the Commitment reveals defects in title or other conditions which Buyer finds unacceptable, in Buyer's sole discretion, Buyer will give notice to Seller of such unacceptable conditions ("Title Objections") within seven (7) days after receipt by Buyer of the Commitment. If Seller does not receive from Buyer a written notice specifying those items which are Title Objections within such time period, then all of the items reflected on the Commitment will be considered to be "**Permitted Exceptions**," as such term is defined herein. Seller shall not be obligated to cure any of the Title Objections or to incur any costs, fees or expenses or initiate any action to cure or attempt to cure any of the Title Objections other than liens, exclusive of the inchoate lien securing the payment of ad valorem taxes or homeowners' association assessments that are not yet due and payable, encumbering the Lot. In the event that Seller fails to cause all of the Title Objections to be cured or removed as an exception within ten (10) days after receipt of the Title Objections (the "Curative Period"), Buyer may either: (i) terminate this Contract by delivering to Seller written notice within five (5) days after the expiration of the Curative Period and thereby receive the Earnest Money as Buyer's sole remedy; or (ii) purchase the Lot subject to the Title Objections, in which event all matters related to such Title Objections will be deemed to be Permitted Exceptions and Buyer shall be deemed to have waived the right to terminate this Contract provided in this Section 5. If Buyer does not deliver to Seller written notice of termination in such five (5) day period, then Buyer will be deemed to have waived the Title Objections. All matters permitted or approved or accepted by Buyer will be "**Permitted Exceptions**." Seller retains the right to create easements or other changes to the Lot prior to Closing but will cause the Title Company to issue an updated Commitment at which time Buyer will have ten (10) days to object to the Commitment as referenced in this Section. At Closing, Seller will pay the basic premium for an Owner Policy of Title Insurance ("Title Policy") insuring good and indefeasible title to the Lot in Buyer subject to the Permitted Exceptions and the standard printed form exceptions. Any endorsements, amendments or additional coverages to the Title Policy at the request of Buyer will be at Buyer's sole expense.

6. COMPLIANCE WITH RESTRICTIONS, GOVERNMENTAL RULES AND REGULATIONS. The Lot shall be conveyed subject to all matters of record including all dedicatory instruments governing the establishment, maintenance, and operation of the Subdivision affecting title to the Lot ("Restrictions"). Each owner is required to comply with the Restrictions for the Subdivision. Buyer acknowledges and understands that the Lot will be conveyed to Purchaser subject to that certain "**Declaration of Covenants, Conditions and Restrictions for El Dorado**" which has been recorded as Document No. 201913974 of the Official Public Records of Bastrop County, Texas, as may be amended from time to time, and the Governing Documents defined therein. Buyer is advised to obtain a copy of the Restrictions from the title company or the Bastrop County clerk. Buyer understands and hereby acknowledges that Declarant therein may revise the Restrictions from time to time, pursuant to the restrictions on Declarant's power stated therein. Buyer understands and hereby acknowledges that Buyer will be required, under the terms and provisions of the Restrictions, to commence paying assessments on each Lot purchased hereunder immediately upon the closing of the sale and purchase of such Lot.

7. NOTICE OF MEMBERSHIP IN PROPERTY OWNERS' ASSOCIATION. AS A BUYER OF PROPERTY IN THE RESIDENTIAL COMMUNITY IN WHICH THIS LOT IS LOCATED, YOU ARE OBLIGATED TO BE A MEMBER OF ONE OR MORE PROPERTY OWNERS' ASSOCIATIONS. RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF THE LOT AND ALL DEDICATORY INSTRUMENTS GOVERNING THE ESTABLISHMENT, MAINTENANCE, OR OPERATION OF THIS RESIDENTIAL COMMUNITY (COLLECTIVELY, THE "PROPERTY OWNERS' ASSOCIATION INSTRUMENTS") HAVE BEEN OR WILL BE RECORDED IN THE

REAL PROPERTY RECORDS OF THE COUNTY IN WHICH THE LOT 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. 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 YOUR LOT.

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 THE LOT 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.

8. NOTICE OF WATER LEVEL FLUCTUATIONS. Pursuant to Section 5.019 of the Texas Property Code, if the Lot adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11 of the Texas Water Code that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, then Seller provides Buyer with the following notice: NOTICE OF WATER LEVEL FLUCTUATIONS - the water level of the impoundment of water adjoining the Lot described above in this Contract 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.

9. NOTICE REGARDING POSSIBLE ANNEXATION. If the property that is the subject of this Contract is located outside the limits of a municipality, 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. The Lot is not located in a Texas Agricultural Development District.

10. UTILITY RELATED MATTERS. Buyer will be responsible, at Buyer's sole cost and expense, for any applicable utility deposits, utility connection fees, capital recovery fees, subsequent user fees, tap fees and other fees or expenses of any kind or nature which are incurred in connection with the hook-up or delivery of utility services to the Lot (including, without limitation, fees charges by any water supply corporation, electric provider, or any phone services provider). In addition, Buyer will also be responsible, at Buyer's sole cost and expense, for any applicable inspection fees and other governmental fees or charges of any kind or nature associated with Buyer's ownership of the Lot after Closing. Buyer agrees and acknowledges that the Subdivision is not served by a centralized sewer system and that individual on-site sewer facilities (i.e., septic systems), referred to herein as "OSSF" shall be installed for the residence to be constructed on each Lot. OSSF systems shall be required to comply with all

applicable laws and regulations, including without limitation, the applicable rules and regulations of Bastrop County and the Texas Commission on Environmental Quality. The OSSF associated with a residence on a Lot shall be the Buyer's sole responsibility for installation, repair, maintenance and service.

11. CASUALTY LOSS. The obligations of Seller and Buyer to close the sale and purchase of the Lot will not be affected by any fire or other casualty.

12. CLOSING.

A. This transaction shall close at the Title Company's offices or other location acceptable to the parties (*check only one box*) _____ (*insert number of days*) days after the Seller provides written notice to the Buyer of substantial completion of the Lot or Subdivision; OR on or before _____, 20____. The closing of this transaction is herein called "Closing" and the date for Closing is herein called the "Closing Date."

B. At Closing, Seller will deliver to Buyer: (i) a Special Warranty Deed conveying the Lot by the platted lot and block legal description, free and clear of monetary liens and monetary encumbrances, subject to the Permitted Exceptions, in substantially the same form attached as Exhibit "A", with blanks completed as necessary; (ii) possession of the Lot; and (iii) any other documents or instruments reasonably required by Buyer, Title Company or this Contract to close this transaction.

C. At Closing, Buyer will deliver to Seller: (i) the Purchase Price; and (ii) any other documents or instruments reasonably required by Seller, Title Company or this Contract to close this transaction.

D. Buyer will pay the cost of any Survey obtained by Buyer and all costs of recording the Special Warranty Deed. The basic premium for the Title Policy will be borne by Seller; the cost of any special endorsements to the Title Policy will be borne by Buyer. Escrow fees and other closing costs not expressly allocated to Seller or Buyer will be borne equally by Seller and Buyer.

E. Except as expressly set forth herein, Association fees, assessments and charges, and ad valorem taxes for the year of Closing will be prorated as of the date of Closing. At Closing, ad valorem taxes will be prorated based upon the most recent tax information available. Seller will be responsible for and will pay all taxes and assessments (including all roll-back taxes and assessments) for all years and periods prior to Closing. *This provision will expressly survive Closing.*

13. DEFAULT. If Seller fails to close this Contract for any reason, except Buyer's default or the termination of this Contract as permitted herein, Buyer may, as its sole and exclusive remedy, either (i) terminate this Contract and have the Earnest Money returned, or (ii) if Seller's default is not due to any actions of any third party outside the control of Seller, enforce specific performance. By execution of this Contract, Buyer waives any right to sue Seller for any type of damages. If Buyer fails to close this Contract for any reason, except Seller's default or the termination of this Contract as permitted herein, Seller may, as its sole and exclusive remedy, terminate this Contract and retain the Earnest Money as liquidated damages for the breach of this Contract, Seller and Buyer agreeing that such damages would be difficult and inconvenient to ascertain, but that the amount of Earnest Money is fair and reasonable in light of all relevant circumstances.



any warranties or representations regarding the Lot, and Buyer acknowledges that Buyer has not relied upon any warranties or representations of Seller's Broker or any agents operating by, through or under Seller's Broker in Buyer's decision to purchase the Lot. Buyer represents and warrants to Seller that other than as stated above, no real estate brokerage commission is payable to any person or entity in connection with this transaction, and agrees to and does hereby indemnify and hold Seller harmless against the payment of any commission to any person or entity claiming by, through or under Buyer, as applicable. Buyer acknowledges that he has been advised to have an abstract of title on the Lot examined by an attorney or else to acquire an owner's policy of title insurance on the Lot.

15. REPRESENTATIONS & WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT AND THE SPECIAL WARRANTY OF TITLE CONTAINED WITHIN THE SPECIAL WARRANTY DEED FROM SELLER TO BUYER, BUYER AND BUYER'S AGENTS, CONTRACTORS, ENGINEERS, INSPECTORS AND EMPLOYEES HAVE BEEN OR WILL BE GIVEN SUFFICIENT OPPORTUNITIES TO FULLY INSPECT THE LOT. BUYER HEREBY AGREES THAT THE LOT IS SOLD BY SELLER TO BUYER ON AN "AS IS", "WHERE IS", AND "WITH ALL FAULTS" BASIS ONLY, WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY, CONDITION, FITNESS OR HABITABILITY, AS TO USE FOR A PARTICULAR PURPOSE, COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS, OR AS TO THE PRESENCE OF ANY ENVIRONMENTALLY HAZARDOUS MATERIALS. BUYER AGREES TO RELY SOLELY AND EXCLUSIVELY UPON BUYER'S OWN INSPECTION AND INVESTIGATION OF THE LOT. BUYER ACKNOWLEDGES THAT TO THE EXTENT THAT SELLER MAY HAVE PROVIDED ANY INFORMATION REGARDING THE LOT, SUCH INFORMATION IS NOT WARRANTED NOR REPRESENTED BY SELLER AS BEING ACCURATE OR EXHAUSTIVE INFORMATION REGARDING THE LOT. BUYER AGREES THAT NO REPRESENTATION, OTHER THAN AS SET FORTH HEREIN, REGARDING THE PROVISION OR COMPLETION BY SELLER OF INFRASTRUCTURE IMPROVEMENTS HAS BEEN MADE OR RELIED UPON BY BUYER. BUYER AND SELLER AGREE THAT A MATERIAL FACTOR IN DETERMINING THE PURCHASE PRICE OF THE LOT WAS BUYER'S AGREEMENT TO PURCHASE THE LOT WITHOUT ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES. *THIS WAIVER AND DISCLAIMER SHALL EXPRESSLY SURVIVE CLOSING AND SHALL BE INCORPORATED IN THE SPECIAL WARRANTY DEED TO BE DELIVERED AT CLOSING.*

16. ASSIGNMENT. Buyer may assign or transfer this Contract with the prior written consent of Seller, which consent may be withheld for any or no reason. Seller may assign all or any part of this Contract and all liabilities and obligations at any time and from time to time without Buyer's consent or approval. In the event of any such assignment by Seller, Seller shall be released from any and all liabilities, and Buyer shall look solely to the assignee for the performance of all obligations of Seller under this Contract. Furthermore, Seller may assign or collaterally assign all or any part of this Contract as collateral for loans.

17. MISCELLANEOUS PROVISIONS.

A. Effective Date of Contract. The term "**Effective Date**" of this Contract means the date the Title Company acknowledges receipt of a fully executed copy of this Contract. If any date for performance falls on a Saturday, Sunday or federal legal holiday, then that date will be extended to the next date that is not a Saturday, Sunday or federal legal holiday.

B. Notices. Any notice or communication given must be in writing and will be deemed to be delivered: (i) whether actually received or not, three (3) days after deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the intended recipient at the address on the signature page of this Contract, or (ii) when received if sent via email before 5:00 pm Central

Standard Time (however, any email transmission must also be mailed on the date of transmission under (i) above), or (iii) when received if delivered by overnight courier, messenger, hand delivery or other means of delivery. The Seller and Buyer's addresses for notice purposes are listed on the execution pages of this Contract and notice shall be given additionally to a party's attorney listed in Section 20 of this Contract. A party's address for notice may be changed by written notice to the other party. If notice is sent via email transmission in accordance with this subsection, email transmitted after 5:00 pm Central Standard Time will be deemed received on the following day.

C. Attorneys' Fees. Each party shall bear its own costs, fees and expenses in any action seeking performance or breach of this Contract.

D. Authority. Buyer understands and agrees that no broker or other person is authorized to make any statements, agreements, representations or warranties on behalf of Seller.

E. Binding Effect. This Contract will inure to the benefit of and bind the parties and their respective heirs, representatives, successors and permitted assigns. Neither this Contract nor any memorandum will be recorded.

18. **CONTRACT AS OFFER**. The execution of this Contract by Buyer constitutes an offer to purchase the Lot from Seller, and is not binding on or enforceable against Seller unless the offer is accepted by an authorized representative of Seller and Buyer delivers the Earnest Money to the Title Company, and no other act by Seller or any other person will be deemed an acceptance of Buyer's offer.

19. WAIVER OF CONSUMER RIGHTS. BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES AND CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ., BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF BUYER'S OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.

20. **CONSULT AN ATTORNEY BEFORE SIGNING. READ THIS CONTRACT CAREFULLY.** If you do not understand the effect of this Contract, consult your attorney BEFORE signing.

Buyer's Attorney is: _____ (Name and Address)

_____ (Telephone)
_____ (Email)

Seller's Attorney is: McLean & Howard, LLP
Attention: Leslie Keyser
901 S. Mopac Expressway, Bldg 2, Suite 225
Austin, Texas 78746
512-328-2008 (Telephone)
lkeyser@mcleanhowardlaw.com

21. **OTHER PROVISIONS.**

A. Time is of the Essence. Time is of the essence of this Contract.

B. Applicable Law. The terms of this Contract will be governed by and construed under the laws of the state of Texas. This Contract is made and is performable in Bastrop County, Texas.

C. Captions. The captions and paragraph headings used in this Contract are inserted for the convenience of reference only and in no way define, describe, or limit the scope or intent of this Contract or any of its provisions.

D. Counterparts. This Contract may be executed in multiple counterparts, which when read together will create one binding and enforceable agreement.

E. Dispute Resolution. **THE FOLLOWING CLAIMS, DISPUTES AND CAUSES OF ACTION (each a “DISPUTE”) SHALL BE RESOLVED BY BINDING ARBITRATION**, in accordance with the Federal Arbitration Act (Title 9, U.S. Code) or the applicable state arbitration statute, if the Federal Arbitration Act does not apply:

- (1) A Dispute involving Seller or Buyer brought by or against a third party, whether sounding in contract, tort, or otherwise, that is otherwise subject to an arbitration provision (including any claim or cause of action asserted by or against a subsequent buyer of one of the Lots, subcontractors, suppliers, manufacturers, affiliated companies, or any other provider of goods or services in connection with the Lot or this Contract); or
- (2) A post-closing Dispute between Seller and Buyer.

A Dispute to recover a liquidated sum (i.e. earnest money or purchase price) is not subject to binding arbitration. In addition, a Dispute will not include a party’s claims for injunctive relief for the other party’s breach or threatened breach of the other party’s obligations under this Contract.

No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation.

Unless the parties agree to use other rules, or the arbitrator deems other rules to be applicable, the arbitration shall be conducted in Bastrop County, Texas, in accordance with the JAMS Rules in effect at the time the demand for arbitration is filed. After a demand for arbitration has been filed and the filing fee paid, any party may require that the Dispute be submitted to mediation prior to commencement of the final arbitration hearing. If the Dispute is not resolved by mediation, then the arbitration proceeding shall continue to conclusion. The arbitration award or decision may be confirmed, entered and enforced as a judgment in a court having jurisdiction, subject to appeal only in the event of the arbitrator’s misapplication of the law, no evidence to support the award, or such other grounds for appeal of arbitration awards that exist by statute, common law or the applicable rules. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party’s actual damages. Each party shall bear its own costs, fees and expenses of arbitration. This arbitration provision shall survive closing, breach or termination of this Contract and shall not be superseded by the doctrine of merger.

F. Personal Inspection of the Lot. Buyer acknowledges, represents and warrants that Buyer personally inspected the Lot prior to signing this Contract.

G. Receipt of Contract. By Buyer signature(s) on this Contract, Buyer acknowledges, represents and warrants that Buyer has received a complete copy of this Contract and Exhibits.

H. Amendment and Waiver. This Contract may not be modified or amended, except by an agreement in writing signed by the Seller and the Buyer. The parties may waive any of the conditions contained herein or any of the obligations of the other party hereunder, but any such waiver shall be effective only if in writing and signed by the party waiving such conditions or obligations.

I. 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. *Disclosure*: William Beveridge, member of the Seller entity, is a licensed real estate license holder.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith. Unless set forth in this Contract, no representations, warranties, covenants, agreements or conditions shall be binding upon the parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Contract.

K. Addenda/Exhibits/Additional Agreements. The following marked addenda and additional agreements are attached to this Contract and incorporated herein for all purposes:

- | | |
|--|---|
| <input type="checkbox"/> Exhibit A - Special Warranty Deed | (Signed by Seller at Closing) |
| <input type="checkbox"/> Third Party Financing Addendum: | (Signed by Seller and Buyer upon execution of Contract) |
| <input type="checkbox"/> Addendum to Lot Sale Contract | (Signed by Seller and Buyer upon execution of Contract) |
| <input type="checkbox"/> Other: _____ | (Signed by Seller and Buyer upon execution of Contract) |

[SIGNATURES ON FOLLOWING PAGES]

[SELLER'S EXECUTION PAGE TO EL DORADO LOT SALE CONTRACT]

SELLER:

BEVLAURENT LLC,
a Texas limited liability company

By: _____
William Beveridge, Member

By: _____
Jason Laurent, Member

Address for Notice Purposes:

P.O. Box 393
Cedar Park, Texas 78630

Email: jlaurent@innotech-construction.com; wbev99@gmail.com

Date: _____

[BUYER'S EXECUTION PAGE TO EL DORADO LOT SALE CONTRACT]

BUYER:

By: _____

Printed Name: _____

Email: _____

Date: _____

By: _____

Printed Name: _____

Email: _____

Date: _____

Address for Notice Purposes:

Broker Information (as Buyer's agent):

Broker Firm: _____

License No.: _____

Associate's Name: _____

Associate's License No.: _____

Associate's Email Address: _____

Licensed Supervisor of Associate: _____

Licensed Supervisor's License No.: _____

Broker's Address: _____

Seller agrees to pay Broker \$500 if Closing occurs. Escrow agent is authorized and directed to pay Broker the fee at Closing.

ACKNOWLEDGMENT OF EXECUTED CONTRACT AND EARNEST MONEY

The undersigned Title Company hereby acknowledges its receipt of an executed copy of this Contract and deposit of \$ _____ in Earnest Money, and, further, agrees to comply with and be bound by the terms and provisions of this Contract, including, without limitation, those terms relating to disposition of the Earnest Money and compliance with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any Regulations or forms promulgated thereunder.

Title Company

By: _____

Printed Name: _____

Title: _____

“Effective Date”: _____

ACKNOWLEDGMENT OF OPTION FEE

Seller hereby acknowledges its receipt on the _____ day of _____, 2020 of the Option Fee paid by Buyer in the amount of \$100.00.

SELLER:

BEVLAURENT LLC,
a Texas limited liability company

By: _____
William Beveridge, Member

By: _____
Jason Laurent, Member

EXHIBIT A

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.

SPECIAL WARRANTY DEED

**THE STATE OF TEXAS §
 §
COUNTY OF BASTROP §**

KNOW ALL MEN BY THESE PRESENTS: THAT

Bevlaurent LLC, a Texas limited liability company (“**Grantor**”), for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration to Grantor in hand paid by _____ (“**Grantee**”), whose mailing address is

_____, the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto Grantee, free and clear of all monetary liens and encumbrances, and subject to all of the reservations, exceptions and other matters set forth or referred to herein, the following described real property, together with all improvements thereon, if any (the “**Property**”), to-wit:

Lot _____, Block _____, EL DORADO SUBDIVISION, a subdivision in Bastrop County, Texas, according to map or plat thereof recorded in Cabinet 6, Pages 192-A, 192-B, 193-A, and 193-B, Official Public Records of Bastrop County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and Grantee’s successors or assigns, forever; and, subject to all of the matters set forth or referred to herein, Grantor does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, Grantee’s successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise; provided, however that this conveyance is made by Grantor and accepted by Grantee subject to all matters of record, including, but not limited to, those exceptions set forth on Exhibit “A” attached hereto and incorporated herein by reference, but only to the extent that such matters are valid, existing, and, in fact, affect the Property.

Ad valorem taxes with respect to the Property for the current year have been prorated as of the date hereof. By acceptance of this deed, Grantee assumes and agrees to pay and indemnifies and agrees to hold Grantor harmless from and against all ad valorem taxes relating to the Property, for the current and all subsequent years.

GRANTOR HAS EXECUTED AND DELIVERED THIS SPECIAL WARRANTY DEED AND HAS CONVEYED THE PROPERTY AND GRANTEE HAS RECEIVED AND ACCEPTED THIS SPECIAL WARRANTY DEED AND HAS PURCHASED THE PROPERTY “AS IS”, “WHERE IS”, AND “WITH ALL FAULTS” AND WITHOUT REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL. WITHOUT LIMITATION ON THE FOREGOING, GRANTEE, BY ACCEPTANCE OF THIS DEED,

ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

[Signature page follows.]

EXECUTED AND DELIVERED the _____ day of _____, 201____, to be effective _____, 201____.

GRANTOR:

BEVLAURENT LLC,
a Texas limited liability company

By: _____
William Beveridge, Member

By: _____
Jason Laurent, Member

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 201____, by William Beveridge, as Member of Bevlaurent LLC, a Texas limited liability company, on behalf of said entity.

Notary Public – State of Texas

(SEAL)

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me this _____ day of _____, 201____, by Jason Laurent, as Member of Bevlaurent LLC, a Texas limited liability company, on behalf of said entity.

Notary Public – State of Texas

(SEAL)

EXHIBIT "A"

PERMITTED EXCEPTIONS

[attach list of permitted exceptions]