America's Land Partners

REAL ESTATE LISTING AGREEMENT EXCLUSIVE RIGHT TO SELL

1. **PARTIES:** The parties to this Exclusive Right to Sell Listing Agreement are:

Seller: Richard E. Weinberg
Address: P.O. Box 458
City, State, Zip: Bellaire, TX 77402-0458
Phone: 713-299-4410
Email/Fax: rew458@aol.com Email/Fax:

Broker: America's Land Partners - Odessa

Address: 2817 JBS Pkwy, Suite E-21, Odessa, Texas 79762
City, State, Zip: Odessa Texas 79762
Phone: (432) 934-4423
Email/Fax: wdunson@americas.land Email/Fax:

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. **PROPERTY:** "Property" means the land, improvements, accessories, and crops described below except for any exclusions, exceptions, or reservations described below.

A. **Address**: The land situated in Liberty County, as (address) 0 Still Meadow Ln, Devers, Texas 77564 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.

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: $ 1,019,890.00 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of farm and ranch real estate in Texas (state).

4. **TERM:**

A. This Listing begins on Feb 10, 2026 and ends at 11:59 p.m. on Aug 10, 2026

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **ADVERTISING AND DATABASE LISTINGS**: In connection with the marketing and sale of the Property, Client authorizes and directs Firm
to place a sign on the Property. (Broker may remove all other signs);
to advertise the Property, including, but not limited to, placing information about the Property on the Internet either directly or through a program of any listing service and/or information exchange of which the Firm is a member;
to permit other firms who belong to any listing service or information exchange of which the Firm is a member to advertise the Property on the Internet in accordance with the rules and regulations of the listing service or information exchange and to furnish to such listing service or information exchange notice of all changes of information concerning the Property authorized in writing by Client. Client authorizes Firm, upon execution of a sales contract for the Property, to notify the listing service or information exchange of the pending sale, and upon closing of the sale, to disseminate sales information, including sales price, to the listing service or information exchange, appraisers and real estate licensees.

6. **SPECIAL PROVISIONS:** None.

7. **COOPERATION WITH FIRM:**
   A. Exclusive Rights: Client agrees to cooperate with Firm to facilitate the sale of the Property. Property may be shown only by appointment made by or through Firm. Client immediately shall refer to Firm all inquiries or offers it may receive regarding the Property. Client agrees to cooperate with Firm in bringing about a sale of the Property. All negotiations shall be conducted through Firm. Firm shall be identified as the contact firm with all state and local economic development agencies being notified of the Property's availability.
   B. Services: No management services, repair services, collection services, notices, legal services or tax services shall be provided by Firm. In the event that Firm does procure any of these services at the request of Client, it is understood and agreed that Firm shall only be acting in the capacity of procurer for Client and shall accrue no liability or responsibility in connection with any services so obtained on behalf of Client. This exclusion of liability and responsibility shall not apply in the event that Firm directly contracts with Client to provide any such service .

8. **BROKER COMPENSATION**: Commissions shall be earned when Seller accepts an unconditional offer from buyer or when all conditions have been met following Clients acceptance of a conditional offer from buyer, whether buyer is procured by Firm, the Client or anyone else during the term of this Agreement. Client shall pay Firm a commission equal to SIX (6.00 %) of the gross sales price of the Property, or the sum of $ na, whichever is greater. Client understands that the firm may pay cooperating agents 3.000 % of gross sales price.

   Commission shall be paid in cash or by bank check. Gross sales price includes any and all consideration received or receivable in whatever form, by Client including, but not limited to, the assumption or release of existing liabilities. Client shall pay the commission upon delivery of the deed or other evidence of transfer title or interest; provided, however, if the transaction involves an installment contract, then Client shall pay the commission upon the signing of such installment contract. In the event of any breach by Client of any contract of purchase and sale, it is understood and agreed that the commission remains earned and payable upon notice given by Client to buyer of Client's intent not to proceed with such sale, notwithstanding the basis of such intent not to proceed. In the event Client contributes or conveys the Property or any interest therein to a joint venture, partnership or other business entity or executes an exchange, the commission shall be calculated on the fair market value of the Property or interest therein contributed, conveyed, transferred or exchanged and is payable at the time of the contribution, conveyance, transfer or exchange. If Client is a partnership. corporation or other business entity and an interest in the partnership, corporation or any other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a fee or commission in connection with such sale or transfer the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid by Client at the time of the transfer.

   i. Should there be a forfeiture of earnest money or option money, Firm shall be entitled to 25% of same, provided that Firm shall not receive an amount in excess of the commission set forth in Paragraph 8.a.(i).

   ii. In the event Client fails to make payments within the time limits set forth in this Agreement, then the delinquent amount shall bear interest from the date due until paid at the maximum rate permitted by state law in which a property is located. If Firm is required to institute legal action (including mediation or arbitration) against Client relating to this Agreement, Firm shall be entitled to costs of such action.

   iii. In the event Client sells or otherwise disposes of its interest in the Property, Client shall remain liable for payment of the commissions provided for in this Agreement, including, without limitation, the commission obligations set forth in Paragraph 8.a. unless the purchaser or transferee assumes all of such obligations in writing and Firm agrees in writing to such assumption.

   iv. "Buyer" and "registered prospect" as used herein shall be deemed to include, but not be limited to, their successors or assigns, agents, principals, officers, directors, employees or shareholders thereof or any affiliate, alter-ego or commonly controlled entity of such buyer or registered prospect

9. **CONFIDENTIAL INFORMATION:** During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

10. **BROKER'S AUTHORITY:**
   A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.
   B. Broker is authorized to display this Listing on the Internet without limitation.
   C. In addition to other authority granted by this Listing, Broker may:

(1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
(2) furnish comparative marketing and sales information about other properties to prospective buyers;
(3) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
(4) obtain information from any holder of a note secured by a lien on the Property;
(5) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
(6) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
(7) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
(8) advertise, during or after this Listing ends, that Broker "sold" the Property; and
(9) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

11. LIMITATION OF LIABILITY:

A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.

B. ***Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:***
(1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
(2) other brokers or their associates who may have information about the Property on their websites;
(3) acts of third parties (for example, vandalism or theft);
(4) freezing water pipes;
(5) a dangerous condition on the Property;
(6) the Property's non-compliance with any law or ordinance; or
(7) Seller, negligently or otherwise.

C. ***Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:***
(1) are caused by Seller, negligently or otherwise;
(2) arise from Seller's failure to disclose any material or relevant information about the Property; or are caused by Seller giving incorrect information to any person.

12. DEFAULT: If Seller does not cooperate with Broker to facilitate the showing, marketing, or sale of the Property or otherwise breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 8A and any other compensation Broker is entitled to receive under this Listing; Broker may also terminate this Listing and exercise any other remedy at law. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing Broker's compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

13. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

14. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

15. AGREEMENT OF PARTIES:

A. Entire Agreement: This Listing is the entire agreement of the parties and may not be changed except by written agreement.
B. Assignability: Neither party may assign this Listing without the written consent of the other party.

☐. Binding Effect: Seller's obligation to pay Broker earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.

D. Joint and Several: All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.

E. Governing Law: *Texas* law governs the interpretation, validity, performance, and enforcement of this Listing.

F. Severability: If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.

G. Partial Sales: If Seller sells or leases part of the Property before the date this Listing ends, this Listing will continue for the remaining part of the Property through the remaining term of this Listing.

H. Notices: Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

America's Land Partners - Odessa	*9016236*
Broker's Printed Name	License No.
BM-SIGNED Wayne Dunson	*Feb 05, 2026*
☑Broker's Signature	Date
☐Broker's/Associate Broker or Agent Signature, as an authorized agent of Broker.	
Wayne Dunson	*539927*
Agent of Broker - Printed Name	License No.

Richard E. Weinberg, Trustee	
Client's Printed Name	
Richard E. Weinberg	2-22-26
Client's Signature	Date
Client's Printed Name	
Client's Signature	Date

AMERICA'S

EXHIBIT A

BEING a 516.4 acre tract of land lying in the HT&B RR Co. SURVEY, Section No. 9, Abstract No. 823, and the C. E. WARD SURVEY, Abstract No. 526, in Liberty County, Texas, and being all of those three certain tracts designated as Tract 5, Tract 17 and Tract 19, described in an instrument to ET Land Investments, LLC, recorded in Clerk's File No. 2020037999 of the Official Public Records of Liberty County, Texas (OPRLCT), said 516.4 acres of land being more particularly described as follows:

Note: All bearings, distances, areas and coordinates are grid, based on the Texas Coordinate System of 1983 (NAD83) South Central Zone, with a scale factor of 1.00000662 and a convergence angle at the POINT OF BEGINING of 02°57'29".

BEGINNING at a 1/2" rod found in the west line of the C.L. TEST SURVEY, Abstract No. 808 (Liberty County), and the west line of "Tract 61" described in an instrument to Picus Silva Inc., recorded in Clerk's File No. 2018027271 (OPRLCT), for the southeast corner of said WARD SURVEY, the southeast corner of a 66.63 acre tract described in an instrument to Strickland Timber Group LLC, recorded in Clerk's File No. 2012015457 (OPRLCT), the northeast corner of said HT&B RR Co. SURVEY, the northeast corner of a portion of said Tract 5 and the most-easterly northeast corner of the herein described tract, said 1/2" rod has a state plane coordinate value of N: 10,044,150.87, E: 4,112,140.78;

THENCE South 00°57'42" East, along the west line of said TEST SURVEY, the west line of said Tract 61, the east line of said HT&B RR Co. SURVEY, the east line of Tract 5 and the east line of the herein described tract, passing a capped iron rod ("ACCESS") set for the northeast corner of said Tract 19 at 692.68, passing the southwest corner of said TEST SURVEY, the southwest corner of said Tract 61, the northwest corner of the L. L. HASKELL SURVEY, Abstract No. 801 (Liberty County) and the northwest corner of "Tract 8" described in said Clerk's File No. 2018027271, passing a capped iron rod ("ACCESS") set for the southeast corner of said Tract 19 at 1,063.51 feet, and continuing along the west line of said HASKELL SURVEY, the west line of said Tract 8, the east line of Tract 5 and the east line of the herein described tract, a total distance of 5,820.87 feet to a 1" pipe found in the north line of the F. H. KEY SURVEY, Abstract No. 858 (Liberty County), and the north line of the remainder of a 246.8 acre tract of land described in Volume 1936 on Page 837 (OPRLCT), for the southwest corner of said HASKELL SURVEY, the southwest corner of Tract 8, the southeast corner of said HT&B RR Co. SURVEY, the southeast corner of Tract 5 and the southeast corner of the herein described tract;

THENCE South 88°02'51" West, along the north line of said KEY SURVEY, the south line of said HT&B RR Co. SURVEY, the south line of Tract 5 and the south line of the herein described tract, a distance of 107.72 feet to a concrete monument found in the northeast line of the O. FARISH SURVEY, Abstract No. 195 (Liberty County), and the northeast line of the remainder of a 40.5 acre tract described in Volume 1936 on Page 837 (OPRLCT) , for the northwest corner of said KEY SURVEY, the southerly southwest corner of said HT&B RR Co. SURVEY, the southerly southwest corner of Tract 5 and the southerly southwest corner of the herein described tract, from which a capped iron rod ("S&J") found for the north corner of said 40.5 acre tract and the east corner of a 202.42 acre tract described in an instrument to Gregg Shivers, recorded in Clerk's File No. 2005014861 (OPRLCT), bears North 51°46'04" West, 138.22 feet;

THENCE North 51°46'04" West, along the northeast line of said FARISH SURVEY, the northeast line of said 40.5 acre tract, the northeast line of said 202.42 acre tract, the southwest line of said HT&B RR Co. SURVEY, and the southwest line of the herein described tract, a distance of 3,970.91 feet to a concrete monument found for the north corner of said FARISH SURVEY, the north corner of said 202.42 acre tract, the east corner of the N. LYNCH SURVEY, Abstract 277 (Liberty County), and the east corner of a 213.97 acre tract described in an instrument to James & Karen Skrehot, recorded in Clerk's File No. 2013005147 (OPRLCT);

THENCE North 54°09'34" East, along the northeast line of said LYNCH SURVEY, the northeast line of said 213.97 acre tract, the southwest line of said HT&B RR Co. SURVEY and the southwest line of the herein described tract, a distance of 1,397.84 feet to a capped iron rod ("ACCESS") set for the southwest corner of a 10 acre tract described in an instrument to Donald Collins, recorded in Clerk's File No. 94011274 (OPRLCT), and an exterior corner of the herein described tract;

THENCE North 86°29'09" East, along the south line of said 10 acre tract, a distance of 480.68 feet to a concrete monument found for the southeast corner of said 10 acre tract and an interior corner of the herein described tract;

THENCE North 54°09'10" West, along the east line of said 10 acre tract, a distance of 1,397.91 feet to a capped iron rod ("ACCESS") set for the northeast corner of said 10 acre tract and an interior corner of the herein described tract;

THENCE South 86°29'09" West, along the north line of said 10 acre tract, a distance of 484.72 feet to a concrete monument found in the northeast line of said LYNCH SURVEY, the northeast line of said 213.97 acre tract and the west line of said HT&B RR Co. SURVEY, for the northwest corner of said 10 acre tract and an exterior corner of the herein described tract;

THENCE North 54°01'58" West, along the northeast line of said LYNCH SURVEY, the northeast line of said 213.97 acre tract, the southwest line of said HT&B RR Co. SURVEY, and a southwesterly line of the herein described tract, a distance of 1,057.53 feet to a capped iron rod ("ACCESS") set for the most-southerly corner of the J. N. VOTAW SURVEY, Abstract No. 809 (Liberty County), the most-southerly corner of "Tract 53" described in Clerk's File No. 2018027270 (OPRLCT), the westerly southwest corner of said HT&B RR Co. SURVEY, and the westerly southwest corner of the herein described tract;

THENCE North 12°38'05" West, along an easterly line of said VOTAW SURVEY, an easterly line of said Tract 53, the west line of said HT&B RR Co. SURVEY and the west line of the herein described tract, a distance of 79.41 feet to a concrete monument found for the southwest corner of a 10 acre tract of land described in an instrument to Louis Sanders, recorded in Volume 74 on Page 625 of the Deed Records of Liberty County, Texas (DRLCT), and the westerly northwest corner of the herein described tract;

THENCE North 86°55'08" East, along the south line of said Sanders 10 acre tract, the south line of a 10 acre tract described in an instrument to Donald Collins, recorded in Volume 1295 on Page 52 (DRLCT), the south line of a 40 acre tract described in an instrument to Lance Carr, recorded in Clerk's File No. 2019034460 (OPRLCT), and a northerly line of the herein described tract, passing a capped iron rod ("ACCESS") set for the northwest corner of said Tract 19 at 3,359.58 feet, and continuing for a total distance of 3,750.00 feet to a capped iron rod ("ACCESS") set in the north line of said Tract 19, for the southeast corner of said 40 acre tract and an interior corner of the herein described tract;

THENCE North 13°04'52" West, along the east line of said 40 acre tract, a westerly line of Tract 5 and a westerly line of the herein described tract, a distance of 702.88 feet to a capped iron rod ("ACCESS") set in the south line of said WARD SURVEY, the south line of a 100 acre tract described in Volume 74 on Page 529 (DRLCT), and the north line of said HT&B RR Co. SURVEY, for the northeast corner of said 40 acre tract and an exterior corner of the herein described tract, from which a concrete monument found for the southwest corner of said WARD SURVEY bears South 86°55'08" East, 2,627.20 feet;

THENCE North 86°55'08" East, along the south line of said WARD SURVEY, the south line of said 100 acre tract, the north line of said HT&B RR Co. SURVEY, the north line of said Tract 5 and a northerly

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line of the herein described tract, a distance of 178.20 feet to a capped iron rod ("ACCESS") set for the southeast corner of said 100 acre tract, the southwest corner of the west part of Tract 17 and an interior corner of the herein described tract;

THENCE North 02°14'59" West, along the east line of said 100 acre tract, the west line of the west part of Tract 17 and a westerly line of the herein described tract, a distance of 3,904.51 feet to a capped iron rod ("ACCESS") set in the north line of said WARD SURVEY, for the northeast corner of said 100 acre tract, the northwest corner of the west part of Tract 17 and the northerly northwest corner of the herein described tract, from which a concrete monument found for the northwest corner of said WARD SURVEY bears South 87°00'35" West, 2,805.33 feet;

THENCE North 87°00'35" East, along the north line of said WARD SURVEY, the north line of the west part of Tract 17 and a northerly line of the herein described tract, a distance of 563.48 feet to a capped iron rod ("ACCESS") set for the northwest corner of a 50 acre tract described in an instrument to Ebner Bennett, recorded in Clerk's File No. 95001496 (OPRLCT), the northeast corner of the west part of Tract 17 and an exterior corner of the herein described tract;

THENCE South 02°14'59" East, along the west line of said 50 acre tract, the east line of the west part of Tract 17 and an easterly line of the herein described tract, a distance of 3,903.62 feet to a capped iron rod ("ACCESS") set in the north line of said HT&B RR Co. SURVEY, the north line of Tract 5 and the south line of said WARD SURVEY, for the southwest corner of said 50 acre tract, the southeast corner of the west part of Tract 17 and an interior corner of the herein described tract;

THENCE North 86°55'08" East, along the north line of said HT&B RR Co. SURVEY, the north line of Tract 5, the south line of said WARD SURVEY, the south line of said 50 acre tract and a northerly line of the herein described tract, a distance of 566.67 feet to a capped iron rod ("ACCESS") set for the southeast corner of said 50 acre tract, the southwest corner of the east part of Tract 17 and an interior corner of the herein described tract;

THENCE North 02°14'59" West, along the east line of said 50 acre tract, the west line of the east part of Tract 17 and a westerly line of the herein described tract, a distance of 3,902.72 feet to a capped iron rod ("ACCESS") set in the north line of said WARD SURVEY, for the northeast corner of said 50 acre tract, the northwest corner of the east part of Tract 17 and an exterior corner of the herein described tract;

THENCE North 87°00'35" East, along the north line of said WARD SURVEY, the north line of the east part of Tract 17 and a northerly line of the herein described tract, a distance of 640.52 feet to a capped iron rod ("ACCESS") set for the northwest corner of said 66.63 acre tract, the northeast corner of the east part of Tract 17 and the northerly northeast corner of the herein described tract, from which a bolt was found for the northeast corner of said WARD SURVEY and bears North 87°00'35" East, 835.52 feet;

THENCE South 03°14'44" East, along the west line of said 66.63 acre tract, the east line of the east part of Tract 17 and an easterly line of the herein described tract, a distance of 3,901.31 feet to a capped iron rod ("ACCESS") set in the north line of said HT&B RR Co. SURVEY, the north line of Tract 5 and the south line of said WARD SURVEY, for the southwest corner of said 66.63 acre tract, the southeast corner of the east part of Tract 17 and an interior corner of the herein described tract;

THENCE North 86°55'08" East, along the south line of said WARD SURVEY, the south line of said 66.63 acre tract, the north line of said HT&B RR Co. SURVEY, the north line of Tract 5 and a northerly line of the herein described tract, a distance of 674.45 feet to the POINT AND PLACE OF BEGINNING, containing 516.4 acres of land, more or less.

Buyer _____ Seller_____

TREC
TEXAS REAL ESTATE COMMISSION

Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

EQUAL HOUSING OPPORTUNITY

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

WRITTEN AGREEMENTS ARE REQUIRED IN CERTAIN SITUATIONS: A license holder who performs brokerage activity for a prospective buyer of residential property must enter into a written agreement with the buyer before showing any residential property to the buyer or if no residential property will be shown, before presenting an offer on behalf of the buyer. This written agreement must contain specific information required by Texas law. For more information on these requirements, see section 1101.563 of the Texas Occupations Code. **Even if a written agreement is not required, to avoid disputes, all agreements between you and a broker should be in writing and clearly establish: (i) the broker's duties and responsibilities to you and your obligations under the agreement; and (ii) the amount or rate of compensation the broker will receive and how this amount is determined.**

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent by the buyer or buyer's agent. **An owner's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent. **A buyer/tenant's agent fees are not set by law and are fully negotiable.**

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
  - that the owner will accept a price less than the written asking price;
  - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
  - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

A LICENSE HOLDER CAN SHOW PROPERTY TO A BUYER/TENANT WITHOUT REPRESENTING THE BUYER/TENANT IF:

- The broker has not agreed with the buyer/tenant, either orally or in writing, to represent the buyer/tenant;
- The broker is not otherwise acting as the buyer/tenant's agent at the time of showing the property;
- The broker does not provide the buyer/tenant opinions or advice regarding the property or real estate transactions generally; and
- The broker does not perform any other act of real estate brokerage for the buyer/tenant.

Before showing a residential property to an unrepresented prospective buyer, a license holder must enter into a written agreement that contains the information required by section 1101.563 of the Texas Occupations Code. The agreement may not be exclusive and must be limited to no more than 14 days.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

America's Land Partners - Odessa	9016236	wdunson@americas.land	(432) 934-4423
Name of Sponsoring Broker (Licensed Individual or Business Entity)	License No.	Email	Phone
Wayne Dunson	539927	wdunson@americas.land	(432) 934-4423
Name of Designated Broker of Licensed Business Entity, if applicable	License No.	Email	Phone
Name of Licensed Supervisor of Sales Agent/Associate, if applicable	License No.	Email	Phone
Wayne Dunson		wdunson@americas.land	432-934-4423
Name of Sales Agent/Associate	License No.	Email	Phone

Wayne Dunson, Dunson Real Estate, 2817 JBS Parkway Ste E-21, Odessa, TX 79762, 9344423
Produced with Brokermint. Brokermint LLC, 2157 Salk Ave, Suite 185, Carlsbad, CA 92009

Buyer/Tenant/Seller/Landlord Initials _____ _____ Date

America's Land Partners

Seller's Land Disclosure Statement

This disclosure provides information about the condition of the property listed below to the best of the Seller's knowledge as of the date signed. It is not a warranty of any kind and should not replace inspections or warranties the Buyer may wish to obtain. This statement is the Seller's representation and is not part of any contract between Buyer and Seller.

Seller Name(s): *Richard E. Weinberg Family Trust*

Property Address: *0 Still Meadow Ln, Devers, Texas 77564*

Legal Description: *See Exhibit A*

Year Purchased: *2021*

Annual Property Taxes: $913 with AG002 timber exemption

Current Zoning: *None*

LAND COMPOSITION:

Category	Acres	Category	Acres	Category	Acres
Irrigated Tillable		Pasture		Other	*516.4*
Non-irrigated Tillable		Lake/Pond			
Timber/Creek		Home Site		Total Acres	*516.4*

PROPERTY CONDITION CHECKLIST:

Please check **Yes**, **No**, or **Unknown** for each item and provide details where applicable.

1. **Survey completed?** ☑ Yes ☐ No ☐ Unknown *Details:*
2. **Mineral rights owned?** ☐ Yes ☐ No ☑ Unknown *Details:*
3. **Water rights owned?** ☐ Yes ☐ No ☑ Unknown *Details:*
4. **Other parties with mineral/water claims?** ☐ Yes ☐ No ☑ Unknown *Details:*
5. **Located in flood zone?** ☑ Yes ☐ No ☐ Unknown *Flood history:*
6. **Subject to covenants/HOA?** ☐ Yes ☑ No ☐ Unknown *Details:*
7. **Connected to city/rural water?** ☐ Yes ☑ No ☐ Unknown *Provider:*
8. **Well present?** ☐ Yes ☑ No ☐ Unknown *Location, Age, Depth, Flow Rate, Last Test Date, Issues:*
9. **Connected to public sewer?** ☐ Yes ☑ No ☐ Unknown *Provider:*
10. **Septic system present?** ☐ Yes ☐ No ☑ Unknown *Location, Age, Last Test Date, Lateral Orientation, Issues:*

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11. **Electricity available?** ☐ Yes ☑ No ☐ Unknown *Distance to source:*
12. **Gas available?** ☐ Yes ☑ No ☐ Unknown *Distance to source:*
13. **Propane tanks on site?** ☐ Yes ☑ No ☐ Unknown *Location, Quantity, Ownership, Fuel Level:*
14. **Active leases (farm, hunting, etc.)?** ☑ Yes ☐ No ☐ Unknown *Terms & Lessee Contact:*
15. **Enrolled in government programs (CRP, WRP, etc.)?** ☐ Yes ☑ No ☐ Unknown *Program Type, Acres, Annual Payment, Contract End Date:*
16. **Income-producing property?** ☑ Yes ☐ No ☐ Unknown *Nature & Annual Income:*
17. **Boundaries marked?** ☐ Yes ☑ No ☐ Unknown *Fence Type/Condition or Other Markers:*
18. **Crops currently planted?** ☐ Yes ☑ No ☐ Unknown *Details:*
19. **Improvements (structures, blinds, etc.)?** ☐ Yes ☐ No ☑ Unknown *Type, Size, Condition:*
20. **Lakes or ponds present?** ☐ Yes ☑ No ☐ Unknown *Size, Depth, Stocking Info, Shared Access:*
21. **Irrigation system included?** ☐ Yes ☑ No ☐ Unknown *Type & Condition:*
22. **Boundary disputes or unrecorded easements?** ☐ Yes ☐ No ☑ Unknown
23. **Recorded easements?** ☑ Yes ☐ No ☐ Unknown
24. **Hazardous materials present?** ☐ Yes ☐ No ☑ Unknown
25. **Underground storage tanks?** ☐ Yes ☑ No ☐ Unknown
26. **Government notices affecting property?** ☐ Yes ☑ No ☐ Unknown
27. **Access to common areas?** ☐ Yes ☑ No ☐ Unknown
28. **Shared features with neighbors (fence, road, etc.)?** ☑ Yes ☐ No ☐ Unknown
29. **Known legal/regulatory violations?** ☐ Yes ☑ No ☐ Unknown
30. **Legal actions involving property?** ☐ Yes ☑ No ☐ Unknown
31. **Pending zoning changes?** ☐ Yes ☑ No ☐ Unknown
32. **Human remains or cemeteries on site?** ☐ Yes ☐ No ☑ Unknown *Details:*
33. **Drainage issues or complaints?** ☐ Yes ☐ No ☑ Unknown
34. **Wildlife commonly found on property:** *Examples: Deer, turkey, upland birds, waterfowl, etc.*
35. **Special/conditional use permits?** ☐ Yes ☑ No ☐ Unknown *Transferable?* ☐ *Yes* ☐ *No* ☐ *Unknown Reapplication required?* ☐ *Yes* ☐ *No* ☐ *Unknown Expiration Date:*

ADDITIONAL COMMENTS: _____

_____

_____

☑ Additional pages attached

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SELLER CERTIFICATION:

I certify that the information provided above is accurate and complete to the best of my knowledge. I authorize America's Land Partners to share this disclosure with prospective buyers and agents. If new information arises that materially affects this disclosure, I will provide an updated version promptly.

Seller Signature: Richard E. Weinberg **Date:** 2-22-26

Printed Name: *Richard E. Weinberg, Trustee*

Seller Signature: _____ **Date:** _____

Printed Name: _____

BUYER ACKNOWLEDGEMENT:

I acknowledge receipt of this disclosure and understand it reflects the Seller's knowledge of the property's condition. It is not a warranty by the Seller or their agent.

Buyer Signature: _____ **Date:** _____

Printed Name: _____

Buyer Signature: _____ **Date:** _____

Printed Name: _____

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Addendum to

Seller's Land Disclosure Statement

On the second of the two attached plats, is marked the "vinson 25 acres".

On this 25 acres, more or less, the Seller only owns an eleven-twelfths interest.

The property is leased for hunting to the Devers Hunting Club until July 31, 2026.

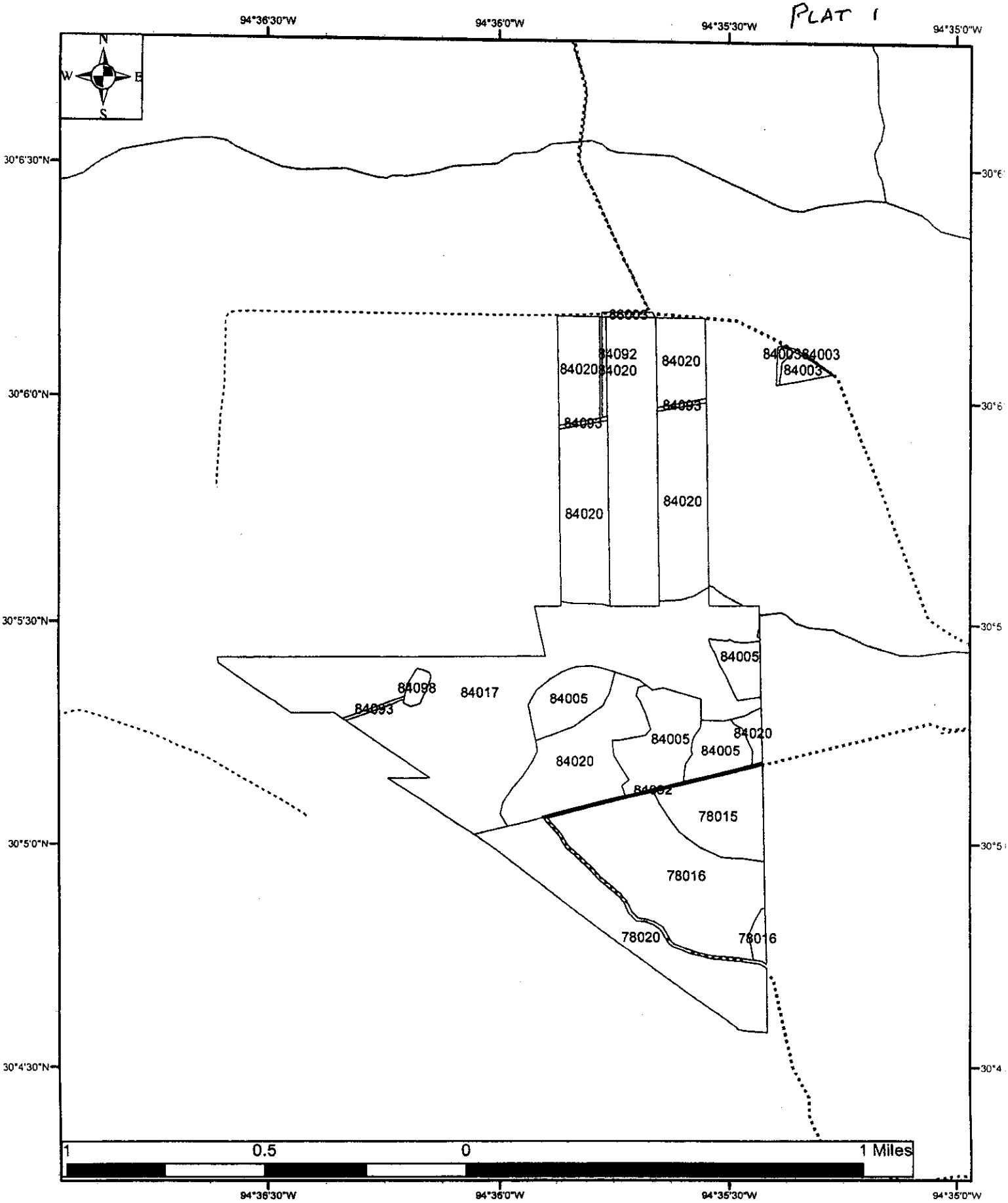
Seller has an Environmental Site Assessment (a Phase One)

Report on the property dated August 2021

Seller may elect to do a 1031 Exchange at the time of the sale.

Buyer will need to cooperate by signing the appropriate document.

PLAT 1

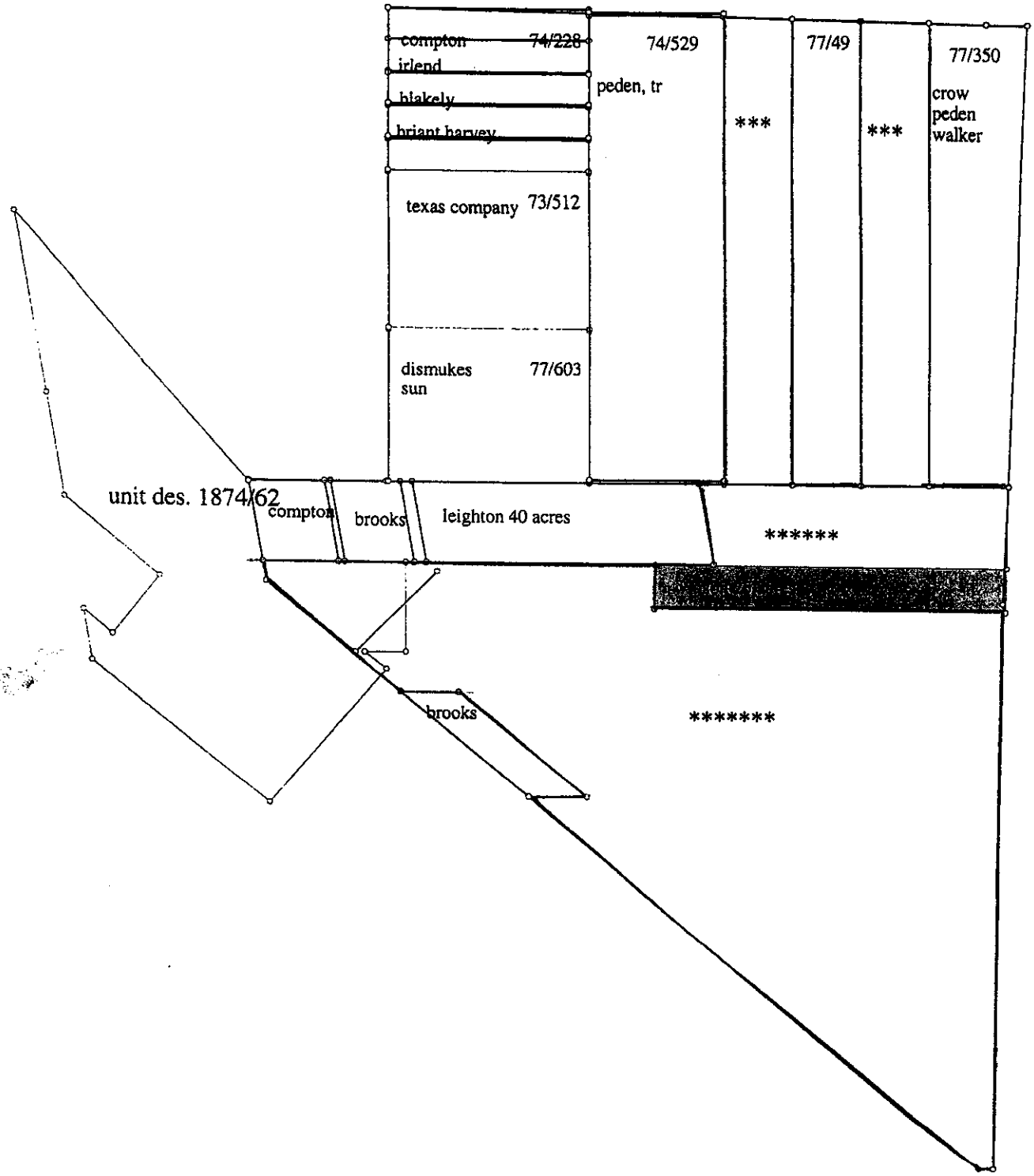


The Forestland Group

Hull Daisetta Property

Champion Forest Resource Management 936-201-2600

PLAT 2



Title:	Date: 12-10-2019
Scale: 1 inch = 1196 feet	File: HEARTWOOD.des