

North

995

950

995

950

995

755

995

995

995

995

995

995

995

995

995

995

995

950

540

950

540

950

540

950

540

950

540

950

$$14 \times 995 = 13930$$

$$5 \times 540 = 2700$$

$$16630$$

$$8 \times 950 = 7600$$

$$1 \times 755 = 755$$

$$8355$$

$$16630$$

$$8355$$

$$24985$$

Center

Scales 8
Processing
Shipping

550

945

Pen Row 20

Pen Row 21

1000

945

Pen Row 22

1000

H 57

140

6 stg.

Pen Row 23

1000

945

945

Rows 1-23 Have
Contributory Value

1000

1000

945

945

1000

1000

945

945

Water
stg. ○

1000

1000

945

945

1000

1000

945

945

shop Quenset

570

330

945

945

Commodity

Grain Bins

mill

Office scales

Processing
Shipping

H4

560

150

945

945

H3

935

935

945

945

Scales

935

945

Center

550

945

1000

945

1000

945

1000

945

1000

945

1000

945

1000

945

1000

945

1000

945

1000

945

1000

945

1000

945

570

945

330

945

180

945

560

945

935

945

935

945

935

945

$$1 \times 550 = 550$$

$$19 \times 945 = 17955$$

$$11 \times 1000 = 11000$$

$$1 \times 570 = 570$$

$$1 \times 330 = 330$$

$$1 \times 180 = 180$$

$$1 \times 560 = 560$$

$$3 \times 935 = \underline{2805}$$

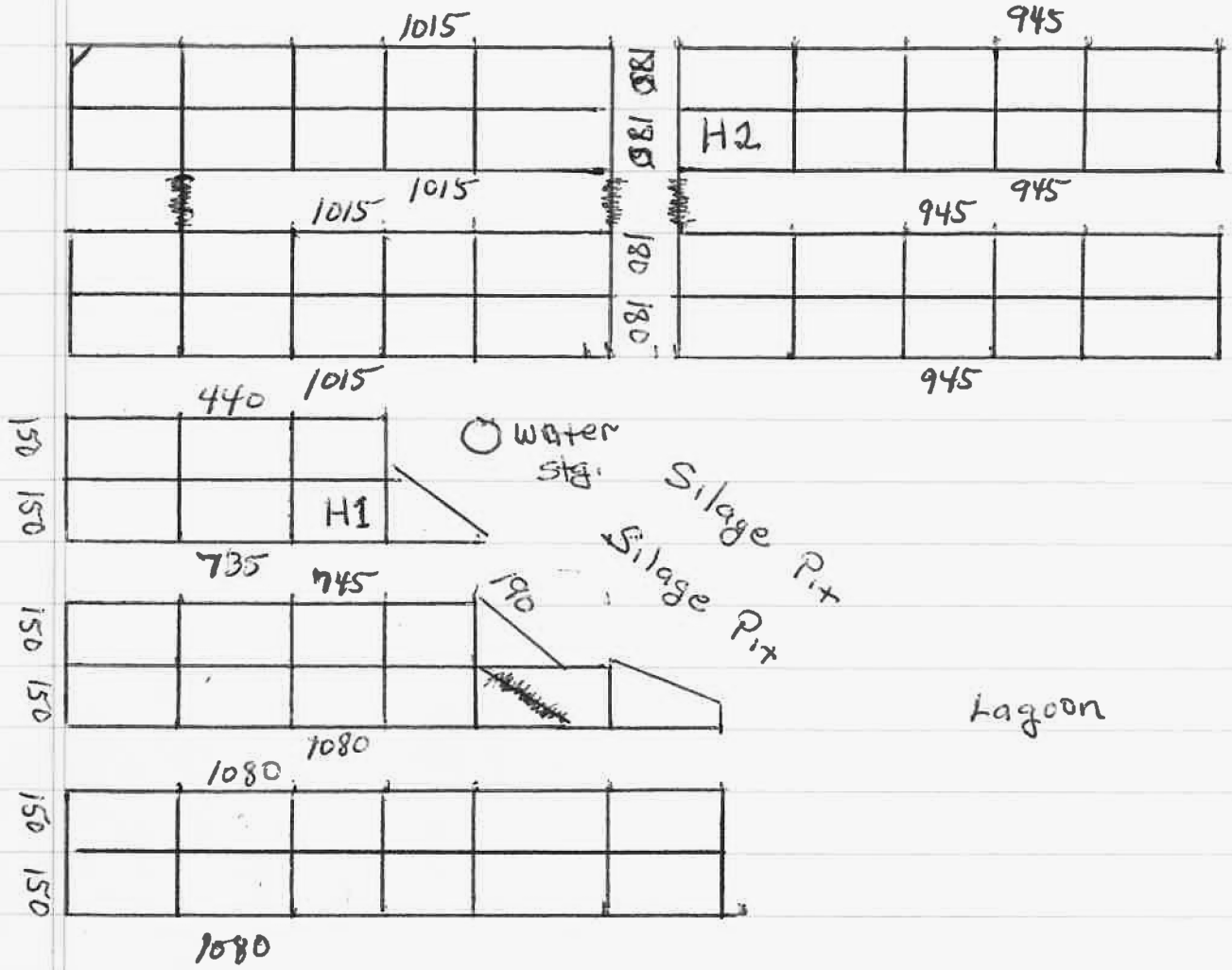
$$15995$$

$$17955$$

$$15995$$

$$\underline{33950}$$

South



South

1015

945

1015

945

1015

945

1015

945

440

735

744

1080

1080

1080

$$4 \times 1015 = 4060$$

$$4 \times 945 = 3780$$

$$1 \times 440 = 440$$

$$1 \times 735 = 735$$

$$1 \times 744 = 744$$

$$3 \times 1080 = \underline{3240}$$

9219

9219

3780

12999

North 24985

Center 33950

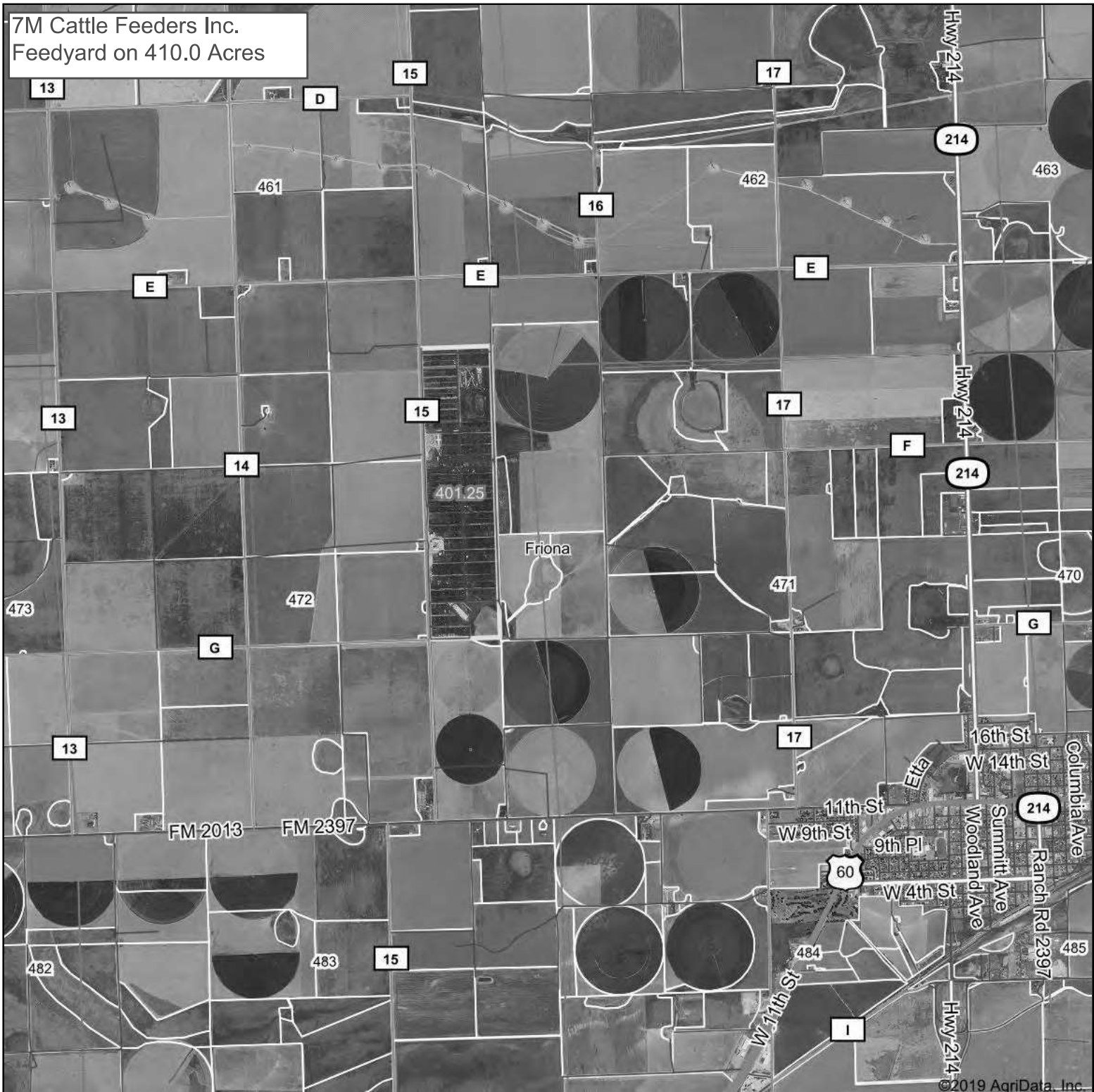
South 12999

$$71934 = 72000 \text{ LF or Head}$$

Approximate

Aerial Map

7M Cattle Feeders Inc.
Feedyard on 410.0 Acres

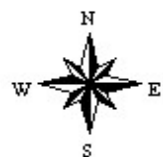


©2019 AgriData, Inc.

Map Center: 34° 39' 45.48, -102° 45' 55.48

0ft 4531ft 9062ft

Parmer County
Texas



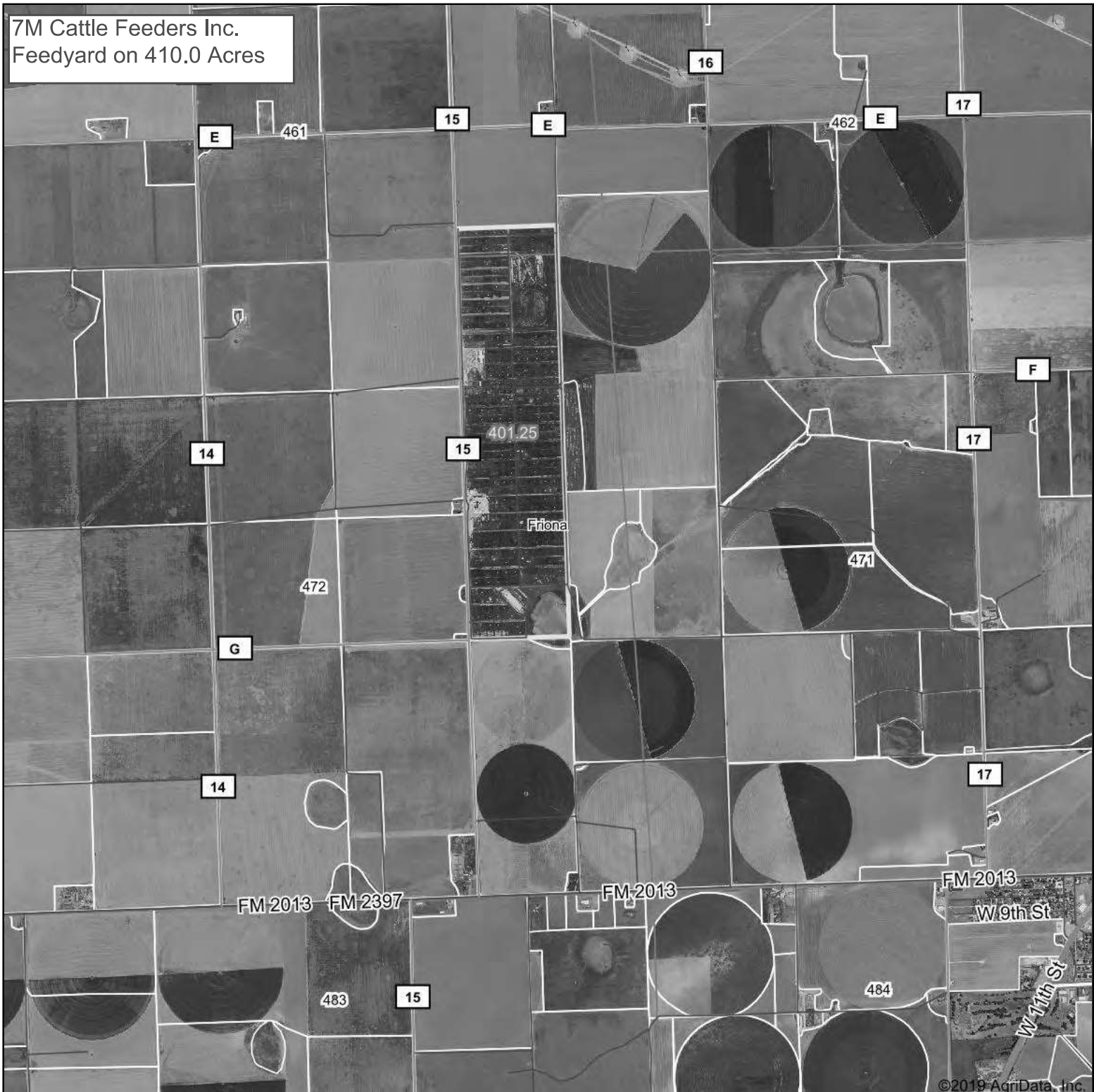
7/7/2019

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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Field borders provided by Farm Service Agency as of 5/21/2008.

Aerial Map

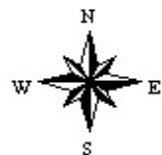
7M Cattle Feeders Inc.
Feedyard on 410.0 Acres



Map Center: 34° 39' 38.23, -102° 46' 17.64

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Parmer County
Texas

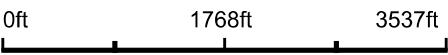


7/7/2019

Aerial Map



Map Center: 34° 40' 2.05, -102° 46' 18.95



Parmer County
Texas



7/7/2019

Aerial Map

7M Cattle Feeders Inc.
Feedyard on 410.0 Acres

461

462

15

15

Ft. Hena

401.25

472

471

15

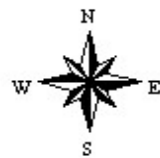
G

©2019 AgriData, Inc.

Map Center: 34° 40' 1.99, -102° 46' 28.83

0ft 1293ft 2585ft

Parmer County
Texas



7/7/2019

Maps Provided By:

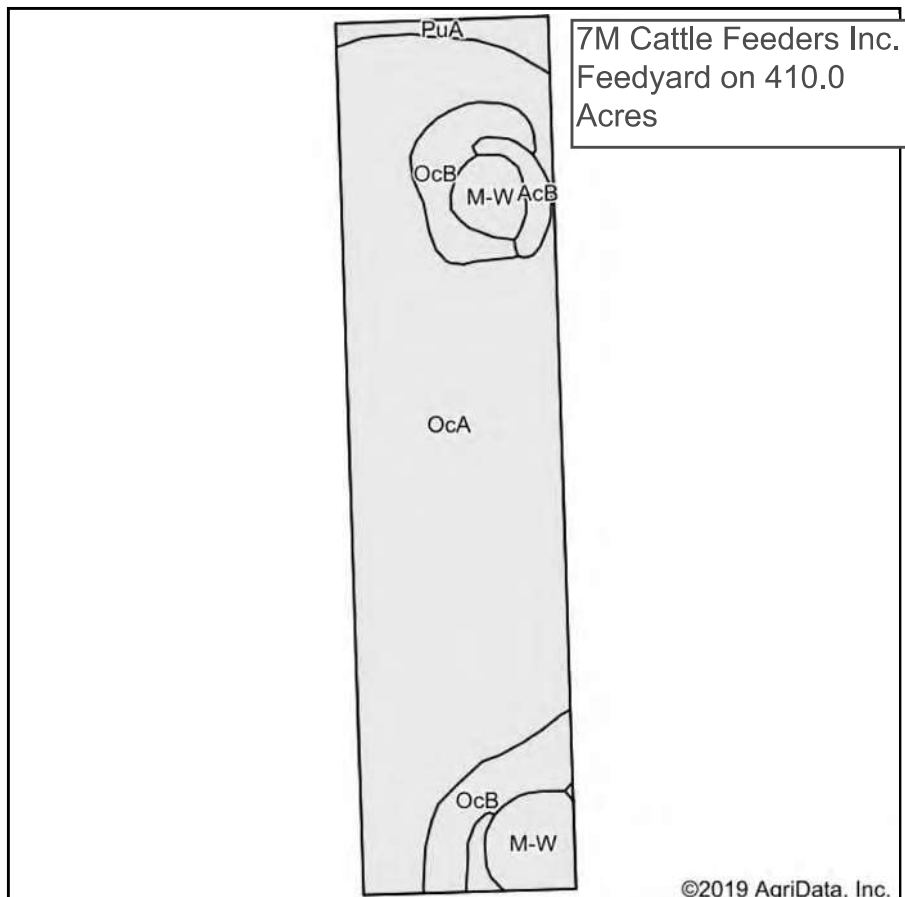


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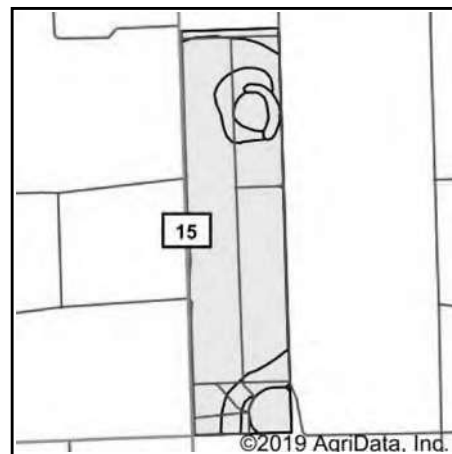
www.AgriDataInc.com

Field borders provided by Farm Service Agency as of 5/21/2008.

Soils Map



Soils data provided by USDA and NRCS.



State: **Texas**
 County: **Parmer**
 Location: **34° 40' 1.99, -102° 46' 28.83**
 Township: **Friona**
 Acres: **401.25**
 Date: **7/7/2019**



Area Symbol: TX369, Soil Area Version: 16

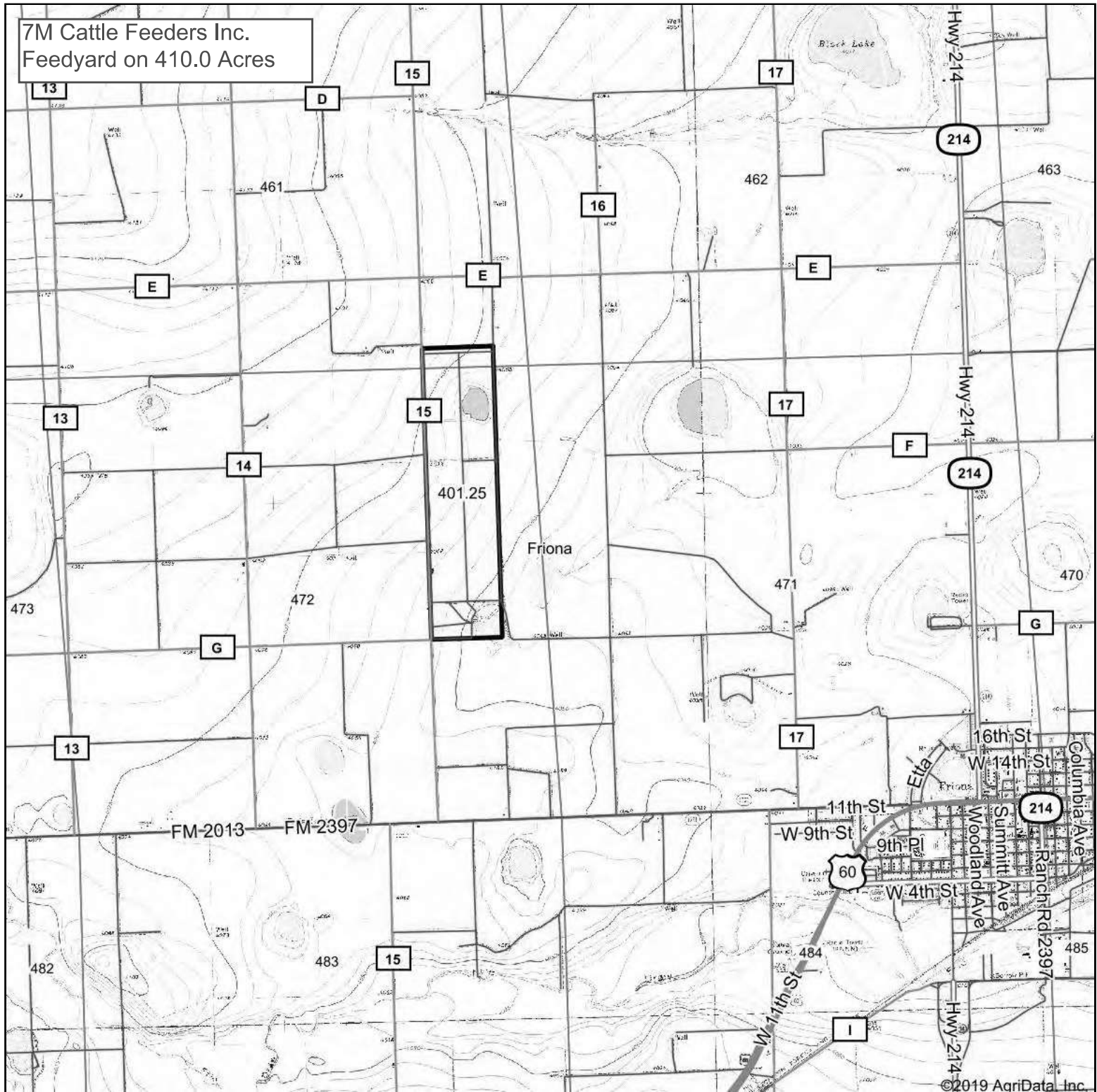
Cod e	Soil Description	Acres	Percent of field	Non-Irr Class *c	Irr Class *c	Cotton lint	Grain sorghum	Wheat	*n NCCPI Soybeans
OcA	Olton clay loam, 0 to 1 percent slopes	312.11	77.8%	IIIe	Ile	600	60	35	47
OcB	Olton clay loam, 1 to 3 percent slopes	42.75	10.7%	IIIe	IIIe	510	50	30	47
M-W	Water, miscellaneous	28.12	7.0%						0
PuA	Pullman clay loam, 0 to 1 percent slopes	10.96	2.7%	IIIe	IIs	600	60	35	44
AcB	Acuff loam, 1 to 3 percent slopes	7.31	1.8%	IIIe	IIIe	510	50	30	51
Weighted Average						546.7	54.5	31.9	*n 43.7

*n: The aggregation method is "Weighted Average using major components"

*c: Using Capabilities Class Dominant Condition Aggregation Method

Soils data provided by USDA and NRCS.

Topography Map

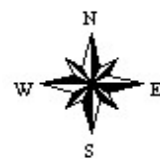


map center: 34° 39' 45.48, -102° 45' 55.48

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Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2019 www.AgriDataInc.com

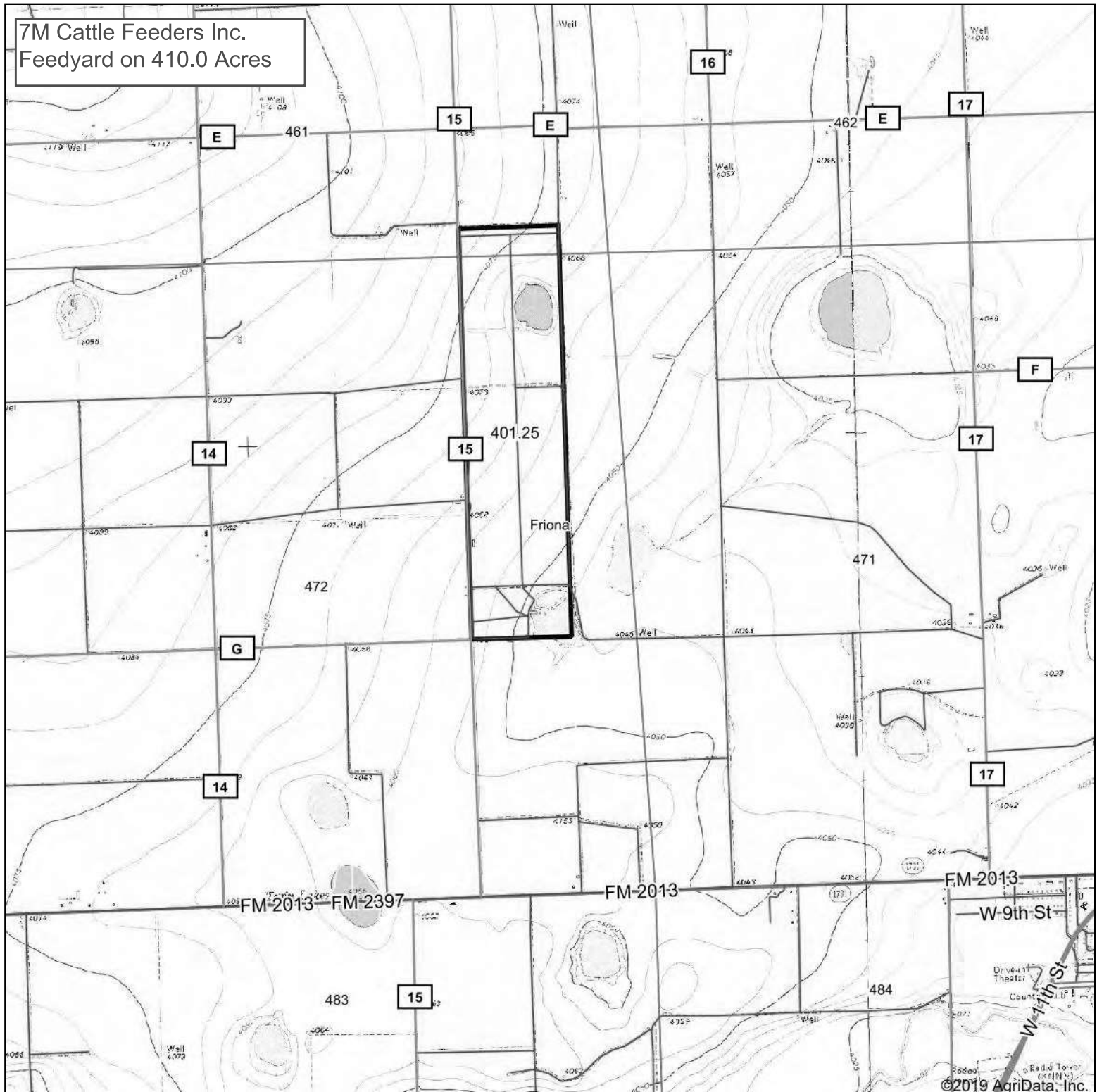
**Parmer County
Texas**



7/7/2019

Topography Map

7M Cattle Feeders Inc.
Feedyard on 410.0 Acres

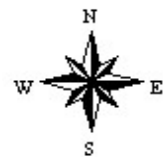


map center: 34° 39' 38.23, -102° 46' 17.64

0ft 3209ft 6417ft

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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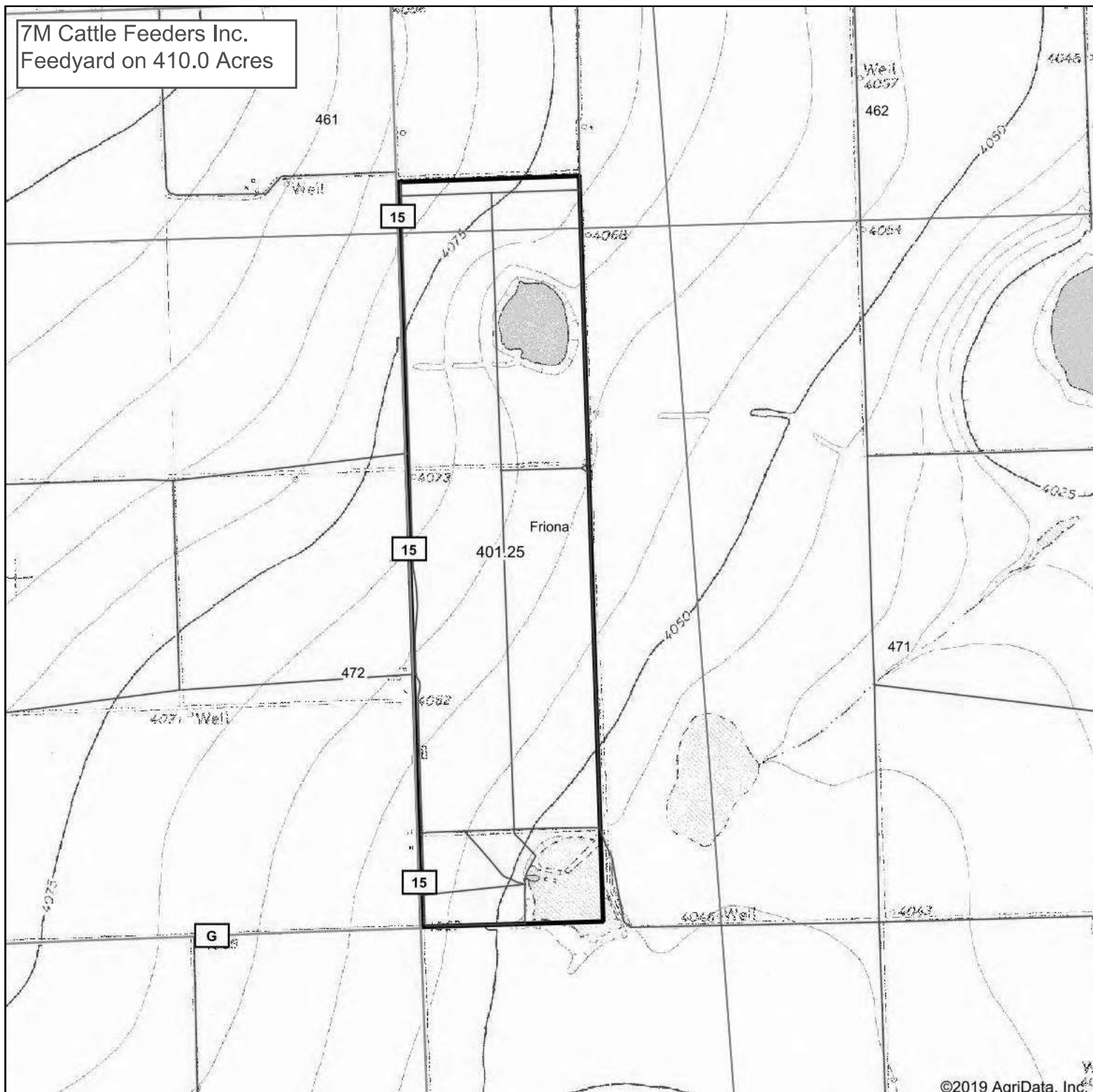
**Parmer County
Texas**



7/7/2019

Topography Map

7M Cattle Feeders Inc.
Feedyard on 410.0 Acres

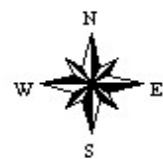


map center: 34° 40' 2.05, -102° 46' 18.95

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Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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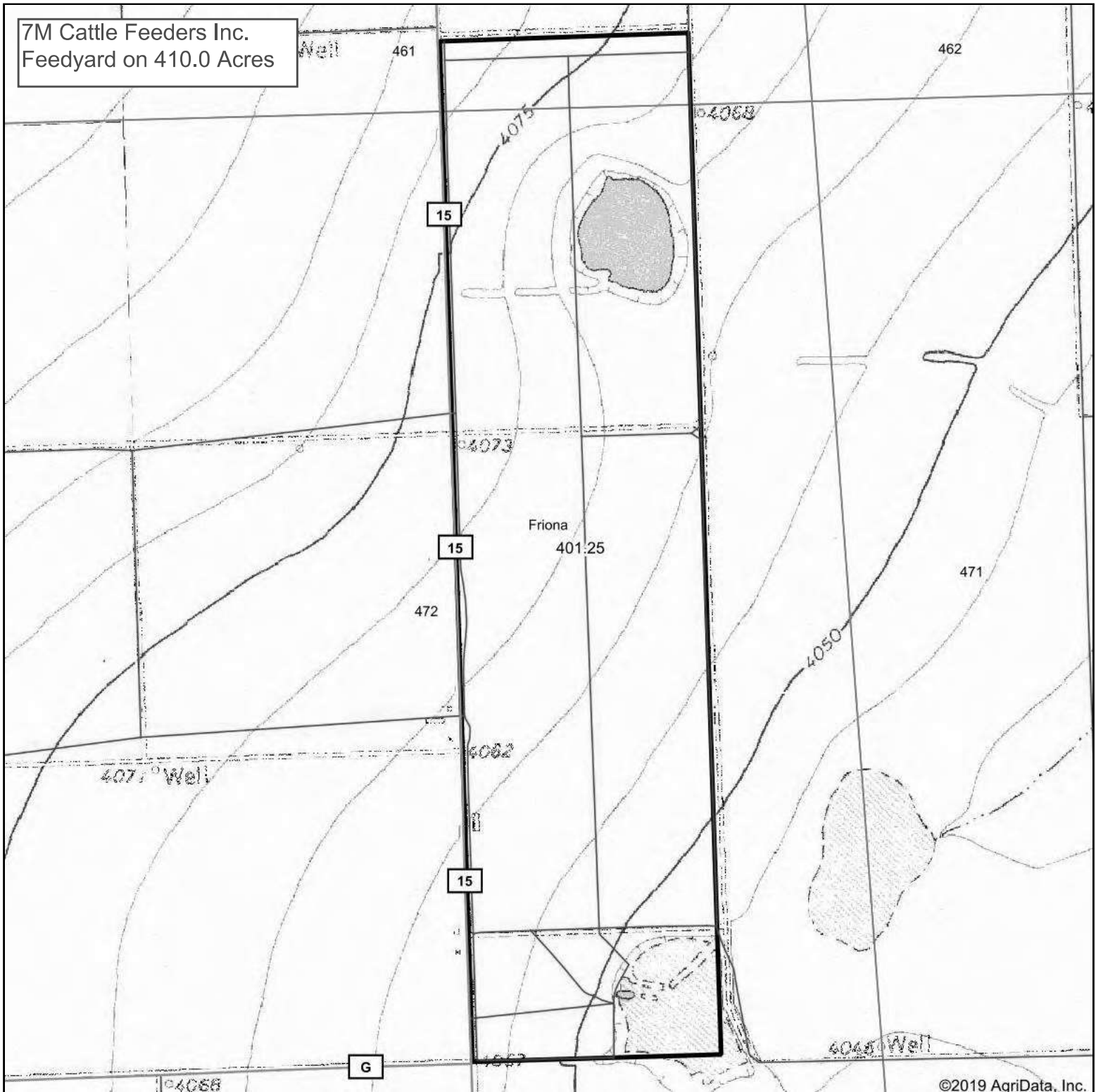
**Parmer County
Texas**



7/7/2019

Topography Map

7M Cattle Feeders Inc.
Feedyard on 410.0 Acres



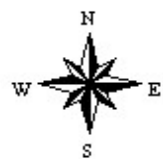
©2019 AgriData, Inc.

map center: 34° 40' 1.99, -102° 46' 28.83

0ft 1293ft 2585ft

Maps Provided By:
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**Parmer County
Texas**



7/7/2019

Aerial Map

7M Cattle Feeders Inc.
Feedyard on 410.0 Acres
Plus Offsite Land Necessary For
The CAFO Permit and Wastewater
Management and Application

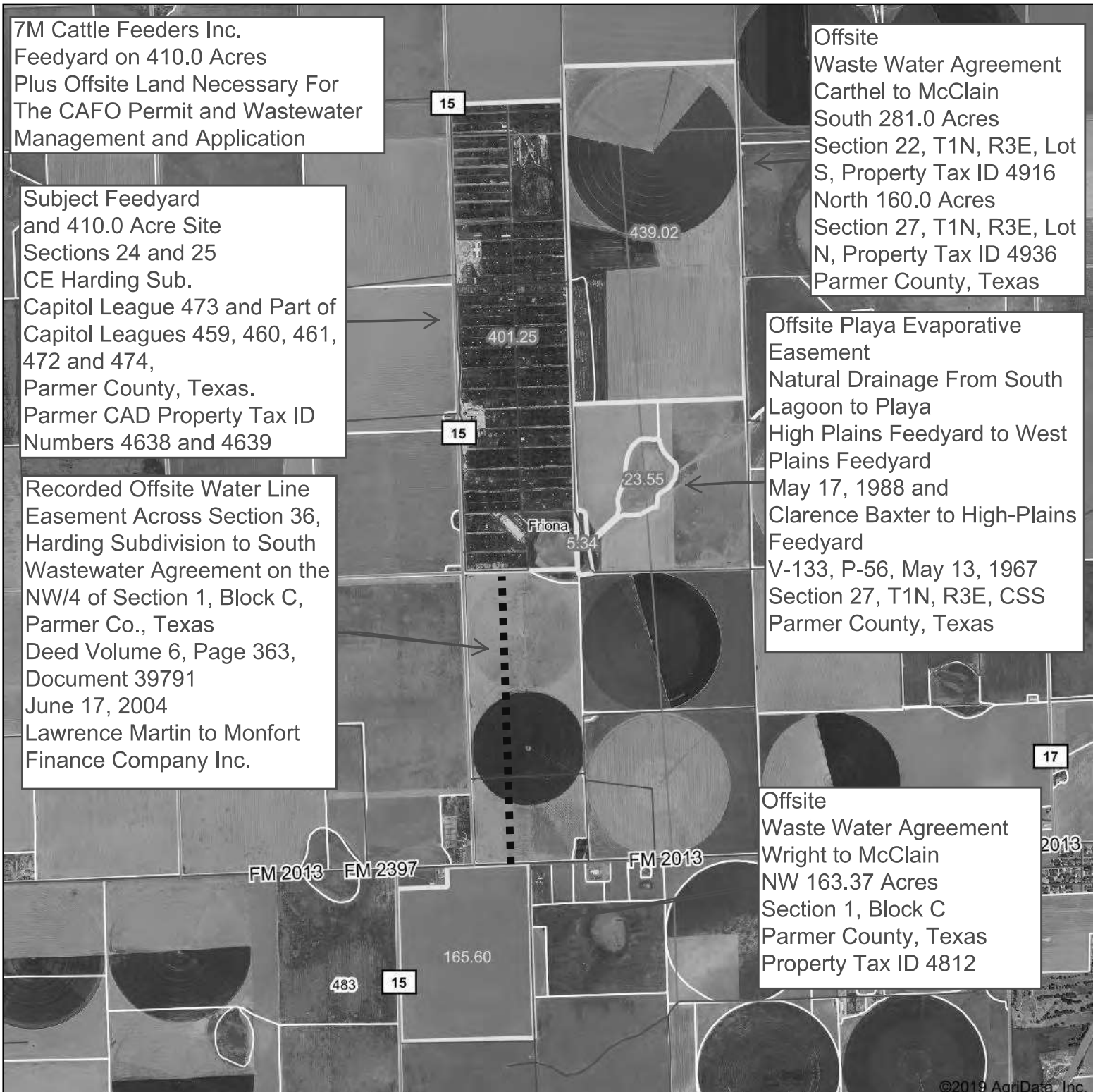
Subject Feedyard
and 410.0 Acre Site
Sections 24 and 25
CE Harding Sub.
Capitol League 473 and Part of
Capitol Leagues 459, 460, 461,
472 and 474,
Parmer County, Texas.
Parmer CAD Property Tax ID
Numbers 4638 and 4639

Recorded Offsite Water Line
Easement Across Section 36,
Harding Subdivision to South
Wastewater Agreement on the
NW/4 of Section 1, Block C,
Parmer Co., Texas
Deed Volume 6, Page 363,
Document 39791
June 17, 2004
Lawrence Martin to Monfort
Finance Company Inc.

Offsite
Waste Water Agreement
Carthel to McClain
South 281.0 Acres
Section 22, T1N, R3E, Lot
S, Property Tax ID 4916
North 160.0 Acres
Section 27, T1N, R3E, Lot
N, Property Tax ID 4936
Parmer County, Texas

Offsite Playa Evaporative
Easement
Natural Drainage From South
Lagoon to Playa
High Plains Feedyard to West
Plains Feedyard
May 17, 1988 and
Clarence Baxter to High-Plains
Feedyard
V-133, P-56, May 13, 1967
Section 27, T1N, R3E, CSS
Parmer County, Texas

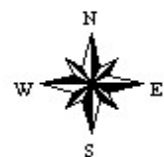
Offsite
Waste Water Agreement
Wright to McClain
NW 163.37 Acres
Section 1, Block C
Parmer County, Texas
Property Tax ID 4812



Map Center: 34° 39' 23.83, -102° 46' 18.94

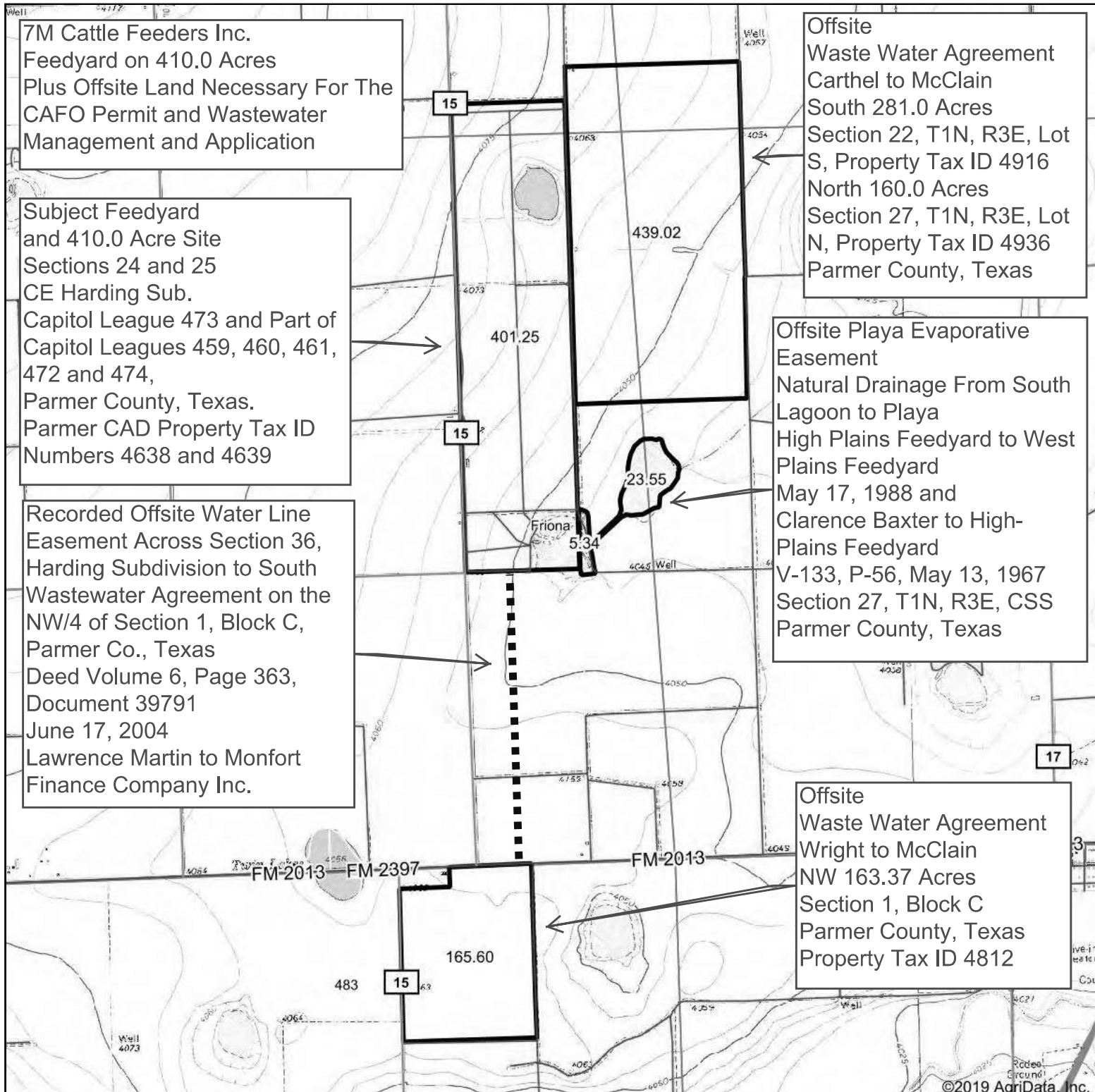
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Parmer County
Texas



7/7/2019

Topography Map

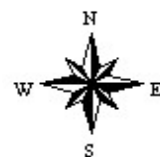


map center: 34° 39' 23.83, -102° 46' 18.94

0ft 2822ft 5643ft

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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Parmer County
Texas



7/7/2019

Aerial Map

7M Cattle Feeders Inc.
Feedyard 410.0 Acres As if Vacant
Approximately 290.0 Acres Irrigated and
120.0 Acres Dry Corners

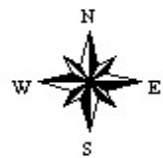


©2019 AgriData, Inc.

Map Center: 34° 40' 5.09, -102° 46' 30.61

0ft 1768ft 3537ft

Parmer County
Texas



6/13/2019

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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Field borders provided by Farm Service Agency as of 5/21/2008.

Aerial Map



Boundary Center: 34° 40' 24.93, -102° 46' 25.72

0ft 1316ft 2631ft



**Parmer County
Texas**

Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
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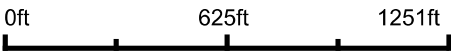
9/15/2023

Field borders provided by Farm Service Agency as of 5/21/2008.

Aerial Map



Boundary Center: 34° 40' 24.93, -102° 46' 25.72



Parmer County
Texas

Maps Provided By:
 **surety**
CUSTOMIZED ONLINE MAPPING
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9/15/2023



Navigation

Search

Languages

MSC Home (/portal/)

MSC Search by Address (/portal/search)

MSC Search All Products
(/portal/advanceSearch)

- ▼ MSC Products and Tools
(/portal/resources/products)

Hazus (/portal/resources/hazus)

LOMC Batch Files
(/portal/resources/lomc)

Product Availability (/portal/productAvailability)

MSC Frequently Asked Questions (FAQs)
(/portal/resources/faq)

MSC Email Subscriptions
(/portal/subscriptionHome)

Contact MSC Help
(/portal/resources/contact)

FEMA Flood Map Service Center: Search By Address

Enter an address, place, or coordinates: ?

7M Cattle Feeders Inc. HEC Feedyard 410.0 Acres

Parmer County, Texas

Search

Whether you are in a high risk zone or not, you may need **flood insurance** (<https://www.fema.gov/national-flood-insurance-program>) because most homeowners' insurance doesn't cover flood damage. If you live in an area with low or moderate flood risk, you are 5 times more likely to experience a flood than a fire in your home over the next 30 years. For many, a National Flood Insurance Program's flood insurance policy could cost less than \$400 per year. Call your insurance agent today and protect what you've built.

Learn more about steps you can take (<https://www.fema.gov/what-mitigation>) to reduce flood risk damage.

Search Results—Products for **PARMER COUNTY UNINCORPORATED AREAS**

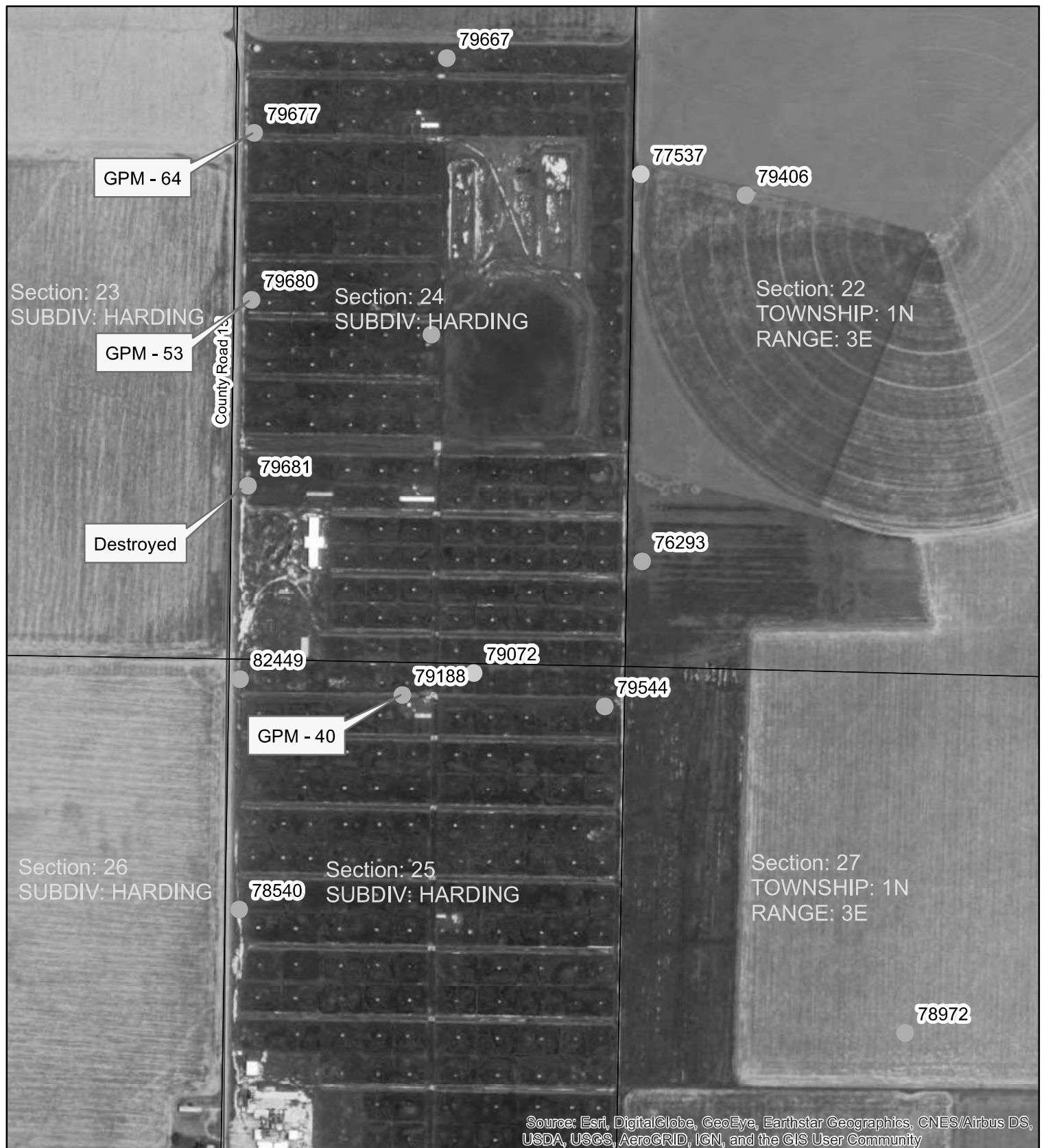
Show ALL Products » (<https://msc.fema.gov/portal/availabilitySearch?addcommunity=480970&communityName=PARMER COUNTY UNINCORPORATED AREA>)

FEMA has not completed a study to determine flood hazard for the selected location; therefore, a flood map has not been published at this time. You can contact your community or the FEMA FMIX for more information about flood risk and flood insurance in your community.

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMeTte. If you are a person with a disability, are blind, or have low vision, and need assistance, please contact a map specialist (<https://msc.fema.gov/portal/resources/contact>).

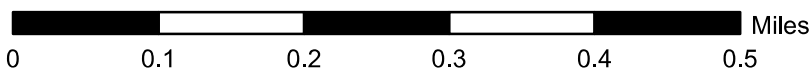


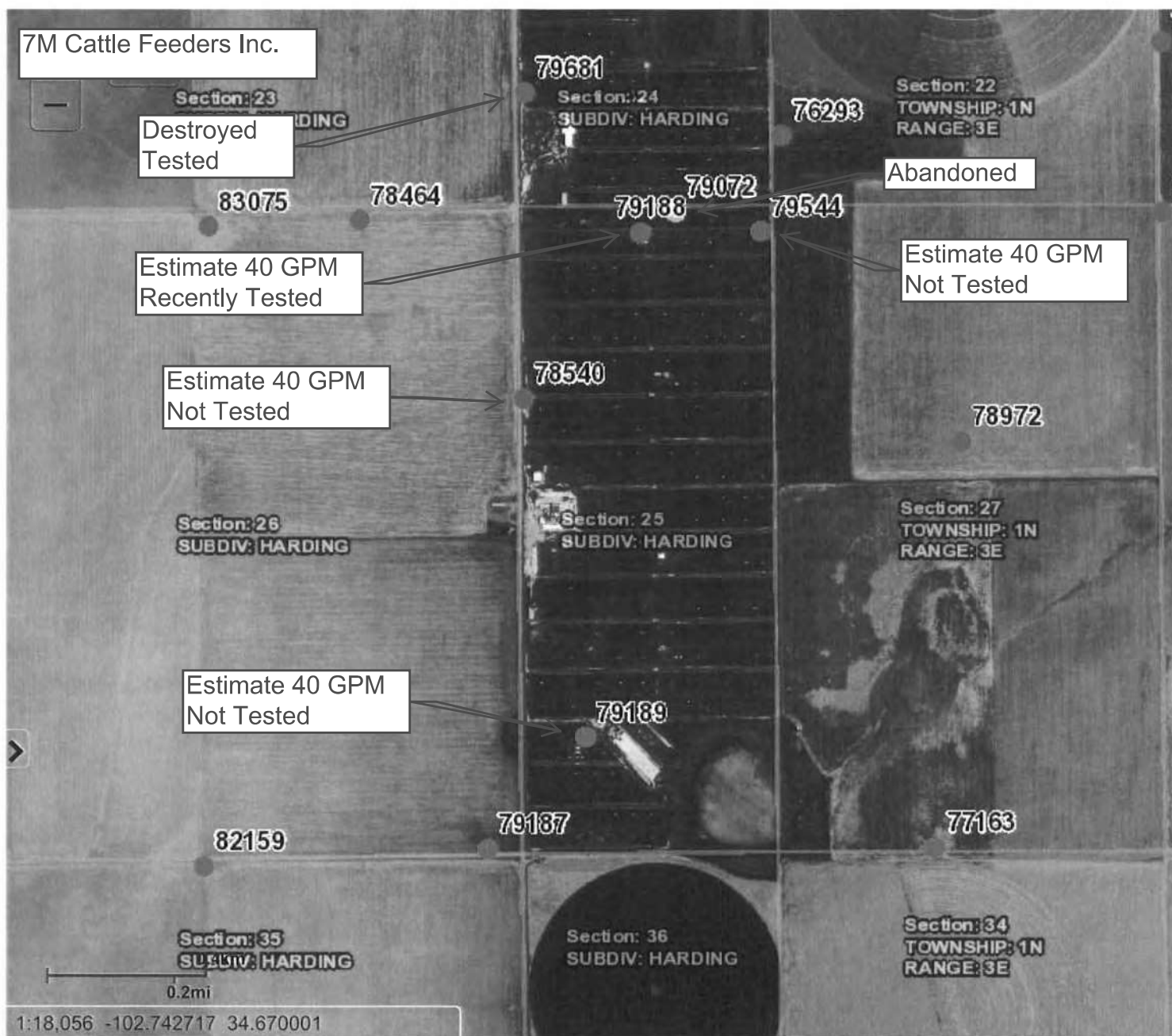
Parmer County, Texas



Flow Test Measured By High Plains Underground Water Conservation District
Flow Test Measured on April 23, 2019

GPM - Gallons Per Minute







Subject Feedyard
and 410.0 Acre Site
Sections 24 and 25
CE Harding Sub.
Capitol League 473
and Part of Capitol
Leagues 459, 460,
461, 472 and 474,
Parmer County,
Texas.
Parmer CAD
Property Tax ID
Numbers 4638 and
4639

Offsite

Waste Water Agreement
Carthel to McClain
South 281.0 Acres
Section 22, T1N, R3E, Lot S,
Property Tax ID 4916
North 160.0 Acres
Section 27, T1N, R3E, Lot N,
Property Tax ID 4936
Parmer County, Texas

Offsite Playa Evaporative Easement
Natural Drainage From South Lagoon to Playa
High Plains Feedyard to West Plains Feedyard
May 17, 1988 and
Clarence Baxter to High-Plains Feedyard
V-133, P-56, May 13, 1967
Section 27, T1N, R3E, CSS
Parmer County, Texas

Recorded Offsite Water Line Easement Across Section 36,
Harding Subdivision to South Wastewater Agreement on
the NW/4 of Section 1, Block C, Parmer Co., Texas
Deed Volume 6, Page 363, Document 39791
June 17, 2004
Lawrence Martin to Monfort Finance Company Inc.

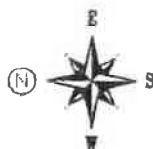
Offsite

Waste Water Agreement
Wright to McClain
NW 163.37 Acres
Section 1, Block C
Parmer County, Texas
Property Tax ID 4812

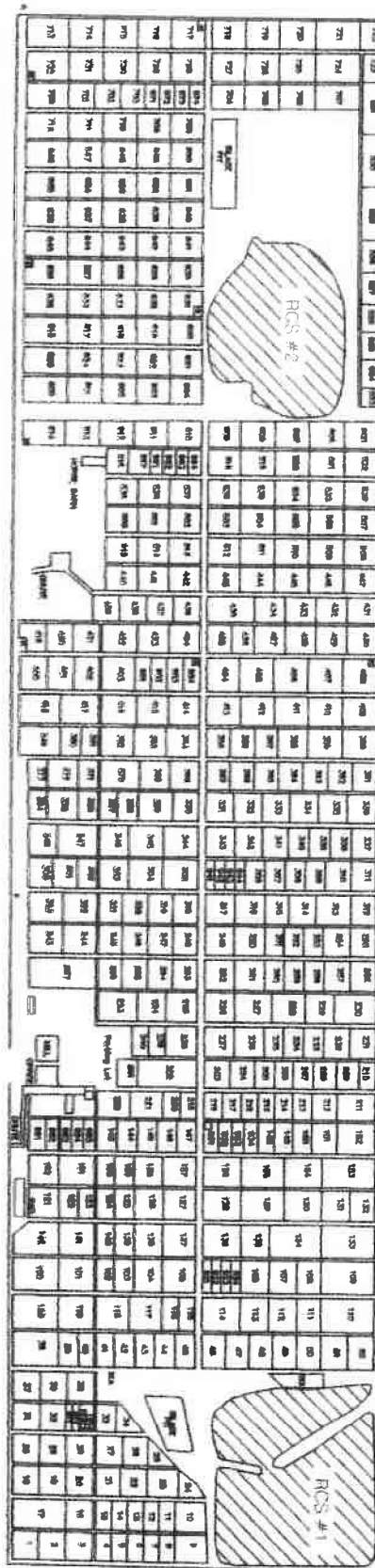
7M Cattle Feeders Inc.

Legend:

- ▲ Booster Pump
- Water Well
- Non-Visible Water Well



Scale: 1" = 300'



HEC Feeydard
Friona
Parmer County, Texas

Pen Map



Enviro-Ag Engineering, Inc.
ENGINEERING CONSULTANTS
3404 Airway Boulevard
AMARILLO, TEXAS 79118
TEL (806) 353-6123 FAX (806) 353-4132



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Concentrated Animal Feeding Operation General Permit

The Notice of Intent (NOI) for the facility listed below was received on December 4, 2019. The intent to discharge manure, sludge, and wastewater associated with an animal feeding operation activity into or adjacent to surface water in the state under the terms and conditions imposed by the Concentrated Animal Feeding Operation (CAFO) general permit TXG920000 is authorized. Your facility's authorization number is:

TXG921550

Coverage Effective: July 11, 2019

Authorization Type: TPDES LARGE CAFO

115000 TOTAL CATTLE (BEEF)

TCEQ's CAFO general permit requires certain pollution prevention and control measures, possible monitoring and reporting, and periodic inspections. Among the conditions and requirements of this permit, you must have prepared and implemented a pollution prevention plan (PPP) that is tailored to your operation. As a facility authorized to discharge manure, sludge, and wastewater into or adjacent to surface water in the state under the CAFO general permit, all terms and conditions must be complied with to maintain coverage and avoid possible penalties.

Permitted Site Information:

RN102094471

7M CATTLE FEEDERS

2548 COUNTY ROAD 15

FRIONA, TX 79035-7034

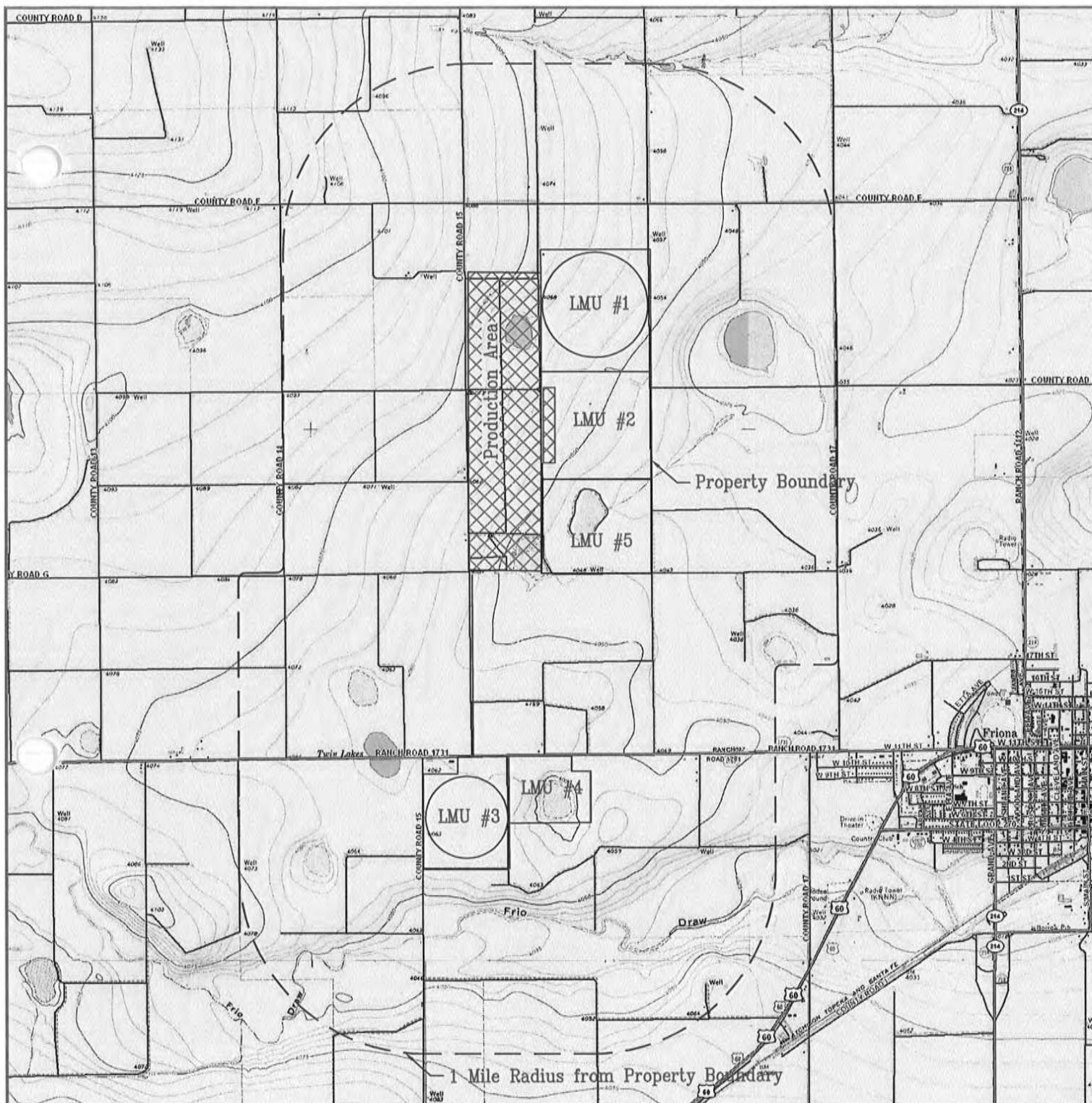
PARMER COUNTY

OWNER: CN605681741 - 7M CATTLE FEEDERS, INC.

This permit expires on July 20, 2024, unless otherwise amended. For additional information, see the TCEQ web site at www.tceq.texas.gov or contact the Land Application Team by telephone at (512) 239-4671. A copy of this document should be kept with your PPP.

Issued Date: 12/10/2019


FOR THE COMMISSION

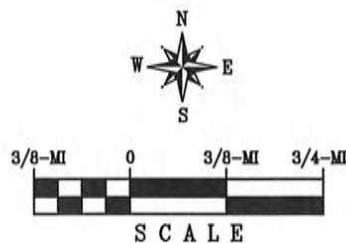


Notes:

- 100-ft buffer from road burrow ditches will be maintained during times of solids application.

Source: TOPO! Software, National Geographic Seamless Topographic Maps on CD-ROM, 2001.

Friona, Tex. Quadrangle, 1980.



Texzona Cattle Feeders
Friona
Parmer County, Texas

USGS 7.5-Minute Quadrangle Map

ENVIRO-AG
EAE
ENGINEERING, INC.

Enviro-Ag Engineering, Inc.
ENGINEERING CONSULTANTS
3404 Airway Boulevard
AMARILLO, TEXAS 79118
TEL (806) 353-6123 FAX (806) 353-4132

Water Quality General Permits Search

Summary of Authorization TXG921550

Permit Number: TXG921550
Authorization Status: ACTIVE
Date Coverage Began: 07/11/2019
Date Coverage Ended:

Authorization Details

Site Name on Permit: 7M CATTLE FEEDERS
Authorization Type: TPDES LARGE CAFO
Air Authorization : CHAPTER 321
Operational Status : ACTIVE
Animal Type : CATTLE (BEEF) - 115000
Primary SIC Code : 0211
Receiving Water Body : UPPER PRAIRIE DOG TOWN RED RIVER
Segment Number : 0229
Land Management Unit Total Acres : 748
Date Nutrient Management Plan Was Developed Or Last Updated : 08/01/2019
Estimated Amount Of Solids In Tons Generated Annually : 186789
Estimated Amount Of Wastewater In Acre-Feet Generated Annually : 166.15

Land Management Unit Name : 1
ACRES - 162

Land Management Unit Name : 2
ACRES - 200

Land Management Unit Name : 3
ACRES - 100

Land Management Unit Name : 4
ACRES - 70

Land Management Unit Name : 5
ACRES - 216

Retention Control Structure Name : 1
STRUCTURE TYPE - EVAPORATION POND
STORAGE DAYS - 21
REQUIRED CAPACITY (ACRE-FEET) - 168.20 ACRE FT
DRAINAGE ACREAGE - 890

Retention Control Structure Name : 2
STRUCTURE TYPE - EVAPORATION POND
STORAGE DAYS - 21
REQUIRED CAPACITY (ACRE-FEET) - 75.40 ACRE FT
DRAINAGE ACREAGE - 340

Retention Control Structure Name : 3
STRUCTURE TYPE - STORAGE POND
STORAGE DAYS - 0
REQUIRED CAPACITY (ACRE-FEET) - 0
DRAINAGE ACREAGE - 0

Permittee Information

Owner: CN605681741 - 7M Cattle Feeders, Inc.
Address: 824 MULLINS LN BENTON KY 42025 4702
Annual Fee Billing Address: BRIAN MCCLAIN
824 MULLINS LN BENTON KY 42025 4702

Permitted Site Information

RN: RN102094471
RE Name: 7M CATTLE FEEDERS
Site Location: 2548 COUNTY ROAD 15 FRIONA TX 79035 7034
County: PARMER
TCEQ Region: REGION 01 - AMARILLO

Latitude: 34.662792
Longitude: -102.776545

Regulated Entity Site Information

RE Name: 7M CATTLE FEEDERS
Site Location: 2548 COUNTY ROAD 15 FRIONA TX 79035 7034
County: PARMER
TCEQ Region: REGION 01 - AMARILLO
Latitude: 34.662792
Longitude: -102.776545

Application History for this Authorization

Application Type	Status	Received Date	Final Action Date
NOI-EXISTING	APPROVED	07/11/2019	07/24/2019
NOI-RENEWAL	APPROVED	12/04/2019	12/10/2019

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Statewide Links: Texas.gov | Texas Homeland Security | TRAIL Statewide Archive | Texas Veterans Portal

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Water Quality General Permit Search

Summary of Application: NOI-RENEWAL

Authorization Number TXG921550

Application Type: NOI-RENEWAL
Application Status: APPROVED
Received Date: 12/04/2019
Final Action Date: 12/10/2019
Submission Type: PAPER

Administrative Review

Admin Reviewer: KMCKENZI
Admin Review Began: 12/10/2019
Admin Review Complete: 12/10/2019

Central Registry

The Customer Name displayed may be different than the Customer Name associated to the Additional IDs related to the customer. This name may be different due to ownership changes, legal name changes, or other administrative changes.

Detail of: **Wastewater Agriculture Permit TXG921550**

For: **7M CATTLE FEEDERS (RN102094471 ...)**

2548 COUNTY ROAD 15, FRIONA

Permit Status: **ACTIVE**

Held by: **7M CATTLE FEEDERS INC (CN605681741 ...)** View 'Issued To' History ...

OWNER Since 07/11/2019 View Compliance History ...

Mailing Address: 824 MULLINS LN BENTON, KY 42025 -4702

Notice of Violations Current TCEQ Rules

NOV Date	Status	Citation/Requirement Provision	Allegation	Classification	Self Reporting Indicator
11/24/2020	RESOLVED	30 TAC Chapter 321, SubChapter B 321.39(f) ; PERMIT Part III. Pollution Prevention Plan (PP	The facility failed to properly maintain the compost area located on-site.	MODERATE	NO

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Statewide Links: [Texas.gov](#) | [Texas Homeland Security](#) | [TRAIL Statewide Archive](#) | [Texas Veterans Portal](#)

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Central Registry

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OWNER Since 07/11/2019 View Compliance History ...

Mailing Address: 824 MULLINS LN BENTON, KY 42025 -4702

Water Quality Complaints at 7M CATTLE FEEDERS

Tracking Number	Complaint Received	Status	Status Date
378863	05/04/2022	CLOSED	06/01/2022

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Detail of: **Wastewater Agriculture Permit TXG921550**

For: **7M CATTLE FEEDERS (RN102094471 ...)**

2548 COUNTY ROAD 15, FRIONA

Permit Status: **ACTIVE**

Held by: **7M CATTLE FEEDERS INC (CN605681741 ...)** View 'Issued To' History ...

OWNER Since 07/11/2019 View Compliance History ...

Mailing Address: 824 MULLINS LN BENTON, KY 42025 -4702

Commissioners' Actions

Item Number	Item Type	Document Type	Status	TCEQ Docket Number	SOAH Docket Number
128454				2022-0822-AGR-E	N/A

Item 128454

Activity Actions

Action Date	Document Type	Action
07/06/2022	TCEQ Docket Number	ISSUED
07/06/2022	TCEQ Docket Number	REQUESTED

Protestant Information

Request Type	Count
No Protestant information exist for this item	

Filings

Date Received	Title
No Filings exist for this Item	

Public Meeting

Meeting Type	Meeting Date	Meeting Time	Location	Total Attendance
No Public Meeting exist for this Item.				

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TCEQ Web Access to Complaint Information

Complaint Status - Complaint 378863

Complaint Information

Complaint Tracking #: ? 378863
Complaint Received Date: 05/04/2022
Number Complaining: 1
Status: ? CLOSED
Status Date: ? 06/01/2022
Nature: ? CONFINED ANIMAL FEEDING OPERATIONS
Frequency: ? CURRENT
Duration: ?
Media: ? WATER
Program: ? WATER QUALITY - HIGH LEVEL
Priority: ? Within 30 Calendar Days
Effect: ? ENVIRONMENTAL
 GENERAL
Receiving Water Body: ?
Regulated Entity: ? RN102094471 7M CATTLE FEEDERS
Customer: ? CN605681741 7M CATTLE FEEDERS INC
Location: ? 2548 COUNTY ROAD 15
 FRIONA, TX 79035
County: ? PARKER

Complaint Description, Comment and Action

Description: Complainer states the facility has a large pile of dead cattle.
Comment: More information will be available upon approval of the investigation report.
Action Taken: This complaint has been assigned and will be further investigated by an Environmental Investigator.

Investigation Information

Investigation #: ? 1818769
Date of Investigation: ? 05/11/2022

Media/Program

Media	Program
WATER	WASTEWATER AGRICULTURE

Notice of Violation(NOV)/Notice of Enforcement (NOE) Information

Type: Notice of Enforcement (NOE) ?
NOE Date: 06/22/2022

Violations List

Status	Date	Abbreviated Description	Regulation	Specific Citation
ACTIVE	06/01/2022	The facility failed to properly maintain the compost area located on-site.	30 TAC Chapter 321, SubChapter B	321.39(f)

For more information on Enforcement Actions, search Pending Enforcement Actions using the Regulated Entity Number.

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TCEQ Web Access to Complaint Information

Complaint Status - Complaint 378858

Complaint Information

Complaint Tracking #: ? 378858
Complaint Received Date: 05/04/2022
Number Complaining: 1
Status: ? CLOSED
Status Date: ? 06/14/2022
Nature: ? CONFINED ANIMAL FEEDING OPERATIONS
Frequency: ? CURRENT
Duration: ?
Media: ? WATER
Program: ? WATER QUALITY - HIGH LEVEL
Priority: ? Within 30 Calendar Days
Effect: ? ENVIRONMENTAL
 GENERAL
Receiving Water Body: ?
Regulated Entity: ? RN105889760 MCCLAIN FEED YARD
Customer: ? CN603832098 MCCLAIN FEED YARD INC
Location: ? E SIDE OF FM 1057 AT THE INTERSECTION OF FM 1057 AND CR 9
County: ? DEAF SMITH

Complaint Description, Comment and Action

Description: Complainant states the facility has a large pile of dead cattle.
Comment: More information will be available upon approval of the investigation report.
Action Taken: This complaint has been assigned and will be further investigated by an Environmental Investigator.

Investigation Information

Investigation #: ? 1819028
Date of Investigation: ? 05/11/2022

Media/Program

Media	Program
WATER	WASTEWATER AGRICULTURE

Notice of Violation(NOV)/Notice of Enforcement(NOE) Information

No NOV/NOE has been issued.

▲ Back to top

Offsite Playa Easement
Section 27, T1N, R3E, CSS
Parmer County, Texas

3

DEED OR ASSIGNMENT OF EASEMENT OR
RIGHTS IN THE NATURE OF AN EASEMENT

THE STATE OF TEXAS |
COUNTY OF PARMER |

For and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, receipt of which is hereby acknowledged, HI-PLAINS FEEDYARD, INC., a Texas corporation whose principal office and place of operation is in Parmer County, Texas, hereinafter called "Grantor," hereby bargains, sells, conveys, assigns, transfers and delivers unto WEST PLAINS FEEDYARD, INC., a Texas corporation whose principal office and place of operation is in Parmer County, Texas, hereinafter called "Grantee," all rights or interests acquired by Grantor by virtue of that certain document recorded in Volume 133, page 56 of the Deed Records of Parmer County, Texas, said document being dated May 13, 1967 and being executed by Clarence Baxter and Eva Baxter, the description of rights or interests conveyed therein being incorporated herein by reference for all purposes, but being generally described as the perpetual right to drain water from an 83 acre tract of land out of Section 25 of the Harding Subdivision of Parmer County, Texas onto certain portions of Section 25 of the Harding Subdivision of Parmer County, Texas and Section 27, Township One North, Range Three East of Capitol Syndicate Subdivision of Parmer County, Texas, and to the full extent allowed by law, Grantor assigns unto Grantee all waivers of damages and releases in favor of Grantor contained within the document recorded at Volume 133, page 56 of the Deed Records of Parmer County, Texas.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever.

Grantor hereby binds itself, its successors and assigns to warrant and forever defend all and singular the same to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Dated: May 17, 1988

HI-PLAINS FEEDYARD, INC.

By Clarence Martin
Clarence Martin, President

THE STATE OF TEXAS

COUNTY OF Potter

BEFORE ME, the undersigned authority, on this day personally appeared Clarence Martin, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said HI-PLAINS FEEDYARD, INC., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 17th day of May, 1988.

Becky Norfleet
Notary Public for the State of Texas

My commission expires: 10-18-88.

Grantor's Address:

Hi-Plains Feedyard, Inc.
HCR 2, Box 152
Frlona, TX 79035

Grantee's Address:

West Plains Feedyard, Inc.
c/o Warlick Thomas
Saunders, Brian, Thomas & Smith
P. O. Box 9317
Amarillo, TX 79105-9317

4709

✓ 135 P 54
✓ 135?

THE STATE OF TEXAS I
COUNTY OF PARMER. I

KNOW ALL MEN BY THESE PRESENTS:

That we, Clarence Baxter and his wife, Eva Baxter, of the County of Pueblo and State of Colorado, hereinafter called Grantors, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS, and other good and valuable consideration, all cash in hand paid by Grantee herein, and the further consideration of the knowledge of Grantors herein that Grantee is specifically relying on this conveyance and the other rights given herein in building and constructing a certain feed lot on an 83 acre tract of land, out of Section 25, of the Harding Subdivision of Parmer County, Texas; have this day bargained and sold, and by these presents do bargain, sell, transfer and deliver unto Hi-Plains Feed Yard, Inc., a Texas corporation, whose principal office and place of operation is in Parmer County, Texas, the perpetual right to drain all water, whether from rainfall or from the operation of the feed yard lot, and any and all wastes therein of any and every nature, which arise from the operation of said feed lot, into that playa lake, (the majority of which lies in the Southeast corner of Section 25, of the Harding Subdivision of Parmer County, Texas, but a portion of which lies in the Southwest corner of the South 220 acres of Section 27, Township 1 North, Range 3 East of a Capitol Syndicate Subdivision of Parmer County, Texas, owned by Grantors) it being understood and agreed additionally that in the event of sufficient rainfall, to cause the waters of such playa lake to flood, and in the event of such flooding, that such waters as overflow out of such playa lake will follow a natural drainage course across the South 220 acres of Section 27, Township 1 North, Range 3 East of a Capitol Syndicate Subdivision of Parmer County, Texas, in a Northeasterly direction and will flow into that playa lake of Grantors which is situated wholly on and near the middle of such South 220 acres of said Section 27;

waive, all damages that Grantors and Grantors' heirs and assigns may hereafter sustain by reason of damages caused by Grantee draining such water and wastes into said first above referred to playa lake and/or by reason of the waters of said playa lake overflowing across a portion of the South 220 acres of said Section 27 and into the playa lake situated wholly on such South 220 acres of said Section 27; and out of such playa lake and across the remainder of such Section 27 in a Northeasterly direction to the East section line of such Section 27.

TO HAVE AND TO HOLD such rights above outlined unto Hi-Plains Feed Yard, Inc., and unto its successors and assigns forever.

Grantors do hereby covenant with Grantee that Grantors are lawfully seized and possessed of the real estate above described as being owned by them, that Grantors have a good and lawful right to grant the rights herein granted in reference to Grantors' above described property, and that Grantors will forever warrant and defend the rights herein granted against the lawful claims of all persons whomsoever.

As a part of the consideration for this grant, Grantor does hereby release any and all claims for damages from whatsoever cause incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the 13th day of May, 1967.

Clarence Baxter
Clarence Baxter
Eva Baxter
Eva Baxter

THE STATE OF COLORADO I
COUNTY OF Pueblo I

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Clarence Baxter known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 13th day of May, A.D., 1967.

Prepared by, and after recording, return to:

Vinson & Elkins L.L.P.
Attn: Jeffrey B. Williams
2001 Ross Avenue, Suite 3700
Dallas, Texas 75201

STATE OF TEXAS §
 §
COUNTY OF PARMER §

WATER LINE EASEMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **LAWRENCE J. MARTIN** and **PATSY MARTIN** (collectively, "**Grantor**"), for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, and convey unto **MONFORT FINANCE COMPANY, INC.**, a Delaware corporation ("**Grantee**"), having its principal place of business at 1770 Promontory Circle, Greeley, Colorado 80634, and to its successors and assigns, a right-of-way and easement, together with the exclusive right and privilege to construct, maintain and operate a pipeline and appurtenances thereto, on, over, under, across and through a strip of land situated in the County of Parmer and State of Texas, to-wit:

A strip of land thirty (30) feet in width across Section 36 of the Harding Subdivision of and in Parmer County, Texas; the center line of said strip to be determined by the location of Grantee's water pipeline currently located across said land.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, together with the right of ingress and egress to and from said right-of-way and easement across the immediately adjacent property of Grantor, and all other rights necessary to construct, operate, inspect, maintain, replace, re-size, repair, or remove the pipeline and appurtenances of the Grantee located thereon, in whole or in part, at the will of Grantee, it being the intention of the parties hereto that the Grantor may continue to use the surface of the easement strip conveyed hereby for agricultural purposes, pasturage, or other purposes; provided, however, that Grantor shall not construct or permit to be constructed any improvement upon the easement strip which would interfere with Grantee's exercise of the rights hereby conveyed, and in the operation of its pipeline.

Grantee shall hold harmless, defend, and indemnify Grantor against any suits, liabilities, claims, demands, or damages, including but not limited to personal injuries and attorneys' fees, arising from Grantee's exercise of easement rights granted by this instrument.

Grantor represents and warrants that they are the owners in fee simple of the land herein described and that said land is not subject to any valid and outstanding mortgages or other liens now of record in said County requiring the payment in dollars.

This Agreement and the covenants herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, and assigns of the parties hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed as of the date first above written.

Doc 39791 Bk OR

Vol 6

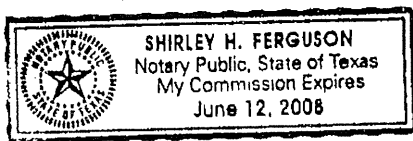
Ps 365

GRANTOR:

Lawrence J. Martin
LAWRENCE J. MARTIN

THE STATE OF TEXAS §
 §
COUNTY OF PARMER §

This instrument was acknowledged before me on June 17 2004, by Lawrence J. Martin.



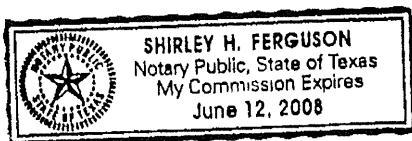
Shirley Ferguson
Notary Public of Texas

My Commission Expires:

Patsy Martin
PATSY MARTIN

THE STATE OF TEXAS §
 §
COUNTY OF PARMER §

This instrument was acknowledged before me on June 17 2004, by Patsy Martin.



Shirley Ferguson
Notary Public of Texas

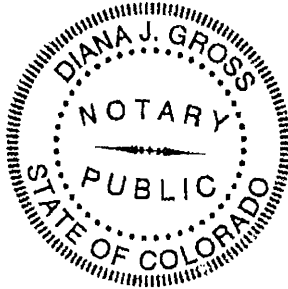
My Commission Expires:

MONFORT FINANCE COMPANY,
INC., a Delaware corporation

By: *[Signature]*
Name: DANNY L. HERRON
Title: EVP & CFO

STATE OF COLORADO §
§
COUNTY OF WELD §

This instrument was acknowledged before me on June 22, 2004, by
Danny C. Herron, EVP & CFO of Monfort Finance Company, Inc., a
Delaware corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Colorado

Diana J. Gross, Notary Public
State of Colorado
My Commission Expires 8/8/2005,

Doc 39791 Bk OR

Vol 6

Ps 367

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE
RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE
UNDER FEDERAL LAW

STATE OF TEXAS }
COUNTY OF FARMER } OFFICIAL PUBLIC RECORDS

I hereby certify that this instrument was FILED
on the date and at the time stamped hereon by
me and was duly RECORDED in the Volume and Page
of the RECORDS of Farmer County, Texas.

FILED FOR RECORD IN Farmer County
Colleen Stover, COUNTY CLERK

DN: Jun 25, 2004 AT 01:59P

Document Number: 39791

Receipt Number - 1985

By Stacey Lamb
Stacey Lamb, Deputy

CHG & RETURN
AA&A L.L.P.

WASTE/WASTEWATER APPLICATION AGREEMENT

Facility:

(Name)

(Address)

(City)

Date:

Subject: Wastewater Application to Farmland

This agreement will confirm that for the duration of the above referenced facility's TCEQ waste and wastewater permit, I agree to allow waste/wastewater available from the facility to be transferred and applied to my farmland as I, in my sole discretion, deem to be needed, at agronomic rates.

Is the property under this agreement owned, operated, controlled, rented or leased by the CAFO facility and/or operator?

Yes

No

The legal description and acreage of the farmland to be used for wastewater application is as follows:

NW 163.37 Acres Block C Section 1 Parmer County Texas

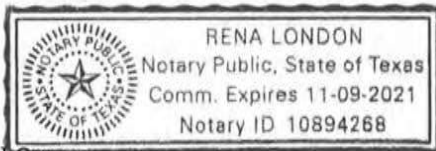
Facility Representative:

Brian McClain

Type or Print Name

Signature

SUBSCRIBED AND SWORN to before me by the said person on 20th day of June 2019.



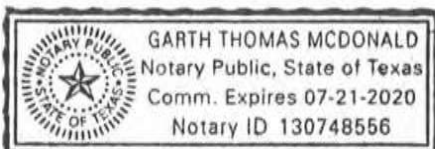
Farmland Owner.

Jarrell & Karen Wright Supplemental Needs Trust

Type or Print Name

Notary Public in and for Parmer County, Texas.

20th day of June 2019.



Notary Public in and for Parmer County, Texas.

Wastewater Application Agreement - NE of Feedyard
281.0 Acres, S Section 22, T1N, R3E, Parmer County, Texas, PCAD Tax ID 4916

WASTE/WASTEWATER APPLICATION AGREEMENT

160.0 Acres, N Section 27, T1N, R3E, Parmer County, Texas, PCAD Tax ID 4936

Facility: TM Cattle Feeders Inc.

Date: 6-19-2019

Friona TX

Subject: Wastewater Application to Farmland

This agreement will confirm that for the duration of the above referenced facility's TCEQ waste and wastewater permit, I agree to allow waste/wastewater available from the facility to be transferred and applied to my farmland as I, in my sole discretion, deem to be needed, at agronomic rates. Upon agreement with the facility, I request payment of \$2750 at initial agreement and \$1000 when pumping occurs.

Is the property under this agreement owned, operated, controlled, rented or leased by the CAFO facility and/or operator?
 Yes ☒ No

The legal description and acreage of the farmland to be used for application is as follows:

TOWNSHIP 1-3, LOT S 28 AC OF SEC 22

TOWNSHIP 1-3, LOT N 16 AC OF SEC 27

Facility Representative:

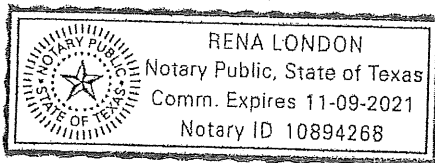
Brian McClain

Type or Print Name

[Signature]

Signature

SUBSCRIBED AND SWORN to before me by the said person on 19 day of June, 2019



[Signature]
Notary Public in and for Parmer
County, Texas.

Farmland Owner(s):

Carthel Land and Cattle

Type or Print Name

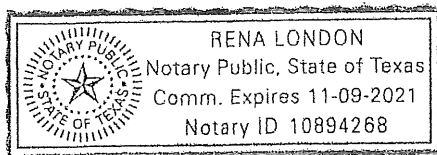
[Signature]

Signature

Type or Print Name

Signature

SUBSCRIBED AND SWORN to before me by the said person on 19 day of June, 2019



[Signature]
Notary Public in and for Parmer
County, Texas.

RE: HEC Feedyard 6-24-19

From: Dillon Pool (dpool@enviroag.com)

To: kirbyha@swbell.net

Date: Wednesday, June 26, 2019, 01:21 PM CDT

This email shall serve as information on the status of the current Texas Commission on Environmental Quality (TCEQ) Concentrated Animal Feeding Operation General Permit. The TCEQ Water Quality General Permits database indicates that the former HEC Feedyard is permitted under TXG921218-HEC Feedyard, Inc. for a total of 115,000 head. The permit has an active authorization status, with three permitted evaporation ponds and the five formerly permitted land management units.

Recently, Mr. Brian McClain with 7M Cattle Feeders has made arrangements to purchase the feedyard (410 acres). Based on discussions, the feedyard sale would not convey the land application area. The land application area was sold prior to the feedyard. Upon recommendations by Enviro-Ag, Mr. McClain has secured two land application agreements to land apply wastewater if the need arises. Additionally, copies of the historical deed/assignment of easement for use of the RCS #3 and a water line easement agreement have been obtained for the files. The historical documents from the 1994 plan indicate that the facility may operate as a total evaporation system with the use of RCS #3. All the documents mentioned above are necessary for the pollution prevention plan as required by the TCEQ CAFO General Permit.

For transfer of ownership, the TCEQ requires notice of termination for TXG921218 and a new notice of intent for 7M Cattle Feeders. Based on an recommendations by TCEQ administrative staff in Austin, a notice of termination has been obtained from the current owners with a bill of sale to be included as supporting documentation since the feedyard has changed hands multiple times. Additionally, EAE obtained a check from the current owners for the outstanding fees and mailed to TCEQ. EAE does not foresee any issues with the transfer and issuance of the new permit for this facility. Once the permit is transferred to the new owners and is renewed in this 2019 general permit cycle, then a notice of change should be submitted to clarify the land application fields and what is owned/available for land application.

Yes sir. Both pivots are plumbed in.

From: Kirby Harper <kirbyha@swbell.net>
Sent: Monday, June 24, 2019 3:53 PM

To: Dillon Pool <dpool@enviroag.com>
Subject: HEC Feedyard 6-24-19

Dillon

Thank you for the additional wastewater agreement and the south pipeline easement.

This is the only questions I have left.

4. (Ever how you want to say it) Some kind of **letter from someone at Enviro Ag** stating that all of the noted offsite facilities including the evaporative playa and sprinkler areas with attached pipelines, pipeline easements, and sprinklers will be more than enough to satisfy the current CAFO Permit, legal function of the feedyard, and future function of the feedyard at its current stated CAFO capacity. (Ever how you want to say it)

****5.** Are there pipelines already in place to both sprinklers and the playa?

Thank you

Kirby Harper

432-386-2066 Cell

kirbyha@swbell.net

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RE: HEC Feedyard 6-24-19

From: Dillon Pool (dpool@enviroag.com)
To: kirbyha@swbell.net
Date: Thursday, June 27, 2019, 03:42 PM CDT

When the south playa (RCS 2) fills up, natural topography directs the overflow to the east playa (RCS 3).

From: Kirby Harper <kirbyha@swbell.net>
Sent: Thursday, June 27, 2019 10:36 AM
To: Dillon Pool <dpool@enviroag.com>
Subject: Re: HEC Feedyard 6-24-19

Thank you. What about the playa? How does wastewater get to it?

Sent from my iPhone

On Jun 26, 2019, at 1:21 PM, Dillon Pool <dpool@enviroag.com> wrote:

This email shall serve as information on the status of the current Texas Commission on Environmental Quality (TCEQ) Concentrated Animal Feeding Operation General Permit. The TCEQ Water Quality General Permits database indicates that the former HEC Feedyard is permitted under TXG921218-HEC Feedyard, Inc. for a total of 115,000 head. The permit has an active authorization status, with three permitted evaporation ponds and the five formerly permitted land management units.

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To: Dillon Pool <dpool@enviroag.com>
Subject: HEC Feedyard 6-24-19

Dillon

Thank you for the additional wastewater agreement and the south pipeline easement.

This is the only questions I have left.

4. (Ever how you want to say it) Some kind of **letter from someone at Enviro Ag** stating that all of the noted offsite facilities including the evaporative playa and sprinkler areas with attached pipelines, pipeline easements, and sprinklers will be more than enough to satisfy the current CAFO Permit, legal function of the feedyard, and future function of the feedyard at its current stated CAFO capacity. (Ever how you want to say it)

****5.** Are there pipelines already in place to both sprinklers and the playa?

Thank you

Kirby Harper

432-386-2066 Cell

kirbyha@swbell.net

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Subject Legal 410.0 Acres As of July 2023

Legal Description of Real Estate

Parmer County, Texas

TRACT 1:

A tract of land being all of Section 25 and a portion of Section 24 of Charles E. Harding's Subdivision of Capitol League 473 and parts of Capitol Leagues 459, 460, 461, 472 and 474 in Parmer County, Texas, as shown by the map or plat thereof of record in Volume 6, Page 164, Deed Records of Parmer County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "Furman RPLS 1959" set for the southwest corner of said Section 25, being the common corner of Sections 25-36-35-26 from whence a 1/2 inch iron rod found for the common corner of sections 27-34-33-28, all in said subdivision bears North 89° 56' 32" west, 10,564.82 feet, the southwest corner of Section 36 and the southeast corner of Section 35 bears South 00° 11' 46" West, 5,281.81 feet, from this point a harrow tooth found as called for in that certain instrument recorded in Volume 225, Page 730, of the Deed Records of Parmer County, Texas, for the Northwest corner of Section 1, Block C of Capitol Syndicate Subdivision in Parmer County, Texas, as shown by Plat thereof of record in Volume 2, Page 495 of said Deed Records bears West (Bearing Basis) 1,411.64 feet;

THENCE North 00° 11' 46" East along the common line of Sections 25 and 26, and the common line of Section 24 and 23, of said Charles E. Harding's Subdivision, and along the center of a road, at 5,281.61 feet pass the common line of Sections 25-26-23-24 a total distance of 8,503.54 feet to a 3/4 inch iron pipe found as called for in that certain instrument recorded in Volume 156, Page 603 of said Deed Records, and in Volume 2, Page 219 of the Field Note Records of Parmer County, Texas, from whence the common corner of Sections 24-23-14-13 of said Charles E. Harding's Subdivision bears North 00° 11' 46" East 5,281.61 feet and 1 1/4 inch iron pipe with 5/8 inch rod adjacent found for the common corner of Sections 12-13-14-11 of said Charles E. Harding's Subdivision, as called for in that certain instrument recorded in Volume 2, Page 343, of said Field Note records bears North 00° 11' 46" East 7,341.28 feet;

THENCE South 89° 40' 58" East 2,100.84 feet along a fence line and along the North line of this tract of land and the North line of that certain tract of land described in said Volume 156, Page 603 and said Volume 2, Page 219 to a 3/4 inch iron pipe found as called for in said Volume 156, Page 603 and said Volume 2, Page 219, said North line being monumented and generally accepted on the ground for over 25 years, from whence the Northeast corner of Section 24 and the Southeast corner of Section 14 of said Charles E. Harding's Subdivision bears North 00° 11' 07" East 7,345.07 feet;

THENCE South 00° 11' 07" West at 3,187.40 feet pass a 3/4 inch iron pipe found, this iron pipe is a monument of record in said Volume 156, Page 603 and said Volume 2, Page 219 for the Southeast corner of Section 24 of said Charles E. Harding's Subdivision, it is however the Professional opinion of this surveyor that this corner lies in the East line of this survey but 26.81 feet North of the actual section corner, at 3,214.21 feet pass what is in my Professional opinion the Southeast corner of Section 24 and the Northeast corner of Section 25 of said Charles E. Harding's Subdivision at 3,301.75 feet pass a 1 1/2 inch iron pipe found as called for in said Volume 156, Page 603 and said Volume 2, Page 219 for the Southwest corner of Section 22 and the Northwest corner of Section 27 in Township 1 North, Range 3 East of a Capitol Syndicate Subdivision as shown by Plat thereof of record in Volume 5, Page 394 of said Deed Records, a total distance of 8,493.86 feet to a point being the Southeast corner of Section 25 and the Northeast corner of Section 36 of said Charles E. Harding's Subdivision from whence the Southeast corner of said Section 36 bears South 00° 11' 07" West 5,279.65 feet from this point a railroad spike found as called for in that certain instrument recorded in Volume 225, Page 730 of the Deed Records of Parmer County, Texas, for the Northwest corner of Section 1, Block C of Capitol Syndicate Subdivision in Parmer County, Texas as shown by Plat thereof record in Volume 2, Page 495 of said Deed Records bears East (Bearing Basis) 1,324.17 feet;

THENCE North 89° 56' 48" West 2,102.46 feet along the South line of Section 25 and the North line of Section 36 of said Charles E. Harding's Subdivision to the POINT OF BEGINNING and containing 410.0 acres of land, more or less.

Subject 410.0 Acres

EXHIBIT "A"
PROPERTY DESCRIPTION

A tract of land being all of Section 25 and a portion of Section 24 of Charles E. Harding's Subdivision of Capitol League 473 and parts of Capitol Leagues 459,460,461,472 and 474 in Parmer County, Texas, as shown by the map or plat thereof of record in Volume 6. Page 164, Deed Records of Parmer County, Texas, and being described by metes and bounds as follows:

BEGINNING at a $\frac{1}{2}$ inch iron rod with cap stamped "Furman RPLS 1959" set for the southwest corner of said Section 25, being the common corner of Sections 25-36-35-26 from whence a $\frac{1}{2}$ inch iron rod found for the common corner of sections 27-34-33-28, all in said subdivision bears North $89^{\circ} 56' 32''$ west, 10,564.82 feet, the southwest corner of Section 36 and the southeast corner of Section 35 bears South $00^{\circ} 11' 46''$ West, 5,281.81 feet, from this point a harrow tooth found as called for in that certain instrument recorded in Volume 225, Page 730, of the Deed Records of Parmer County, Texas, for the Northwest corner of Section 1, Block C of Capitol Syndicate Subdivision in Parmer County, Texas, as shown by Plat thereof of record in Volume 2. Page 495 of said Deed Records bears West (Bearing Basis) 1,411.64 feet;

THENCE North $00^{\circ} 11' 46''$ East along the common line of Sections 25 and 26, and the common line of Section 24 and 23, of said Charles E. Harding's Subdivision, and along the center of a road, at 5,281.61 feet pass the common line of Sections 25-26-23-24 a total distance of 8,503.54 feet to a $\frac{3}{4}$ inch iron pipe found as called for in that certain instrument recorded in Volume 156, Page 603 of said Deed Records, and in Volume 2, Page 219 of the Field Note Records of Parmer County, Texas, from whence the common corner of Sections 24-23-14-13 of said Charles E. Harding's Subdivision bears North $00^{\circ} 11' 46''$ East 531.61 feet and 1 $\frac{1}{4}$ inch iron pipe with $\frac{5}{8}$ inch rod adjacent found for the common corner of Sections 12-13-14-11 of said Charles E. Harding's Subdivision, as called for in that certain instrument recorded in Volume 2, Page 343, of said Field Note records bears North $00^{\circ} 11' 46''$ East 7,341.28 feet;

THENCE South $89^{\circ} 40' 58''$ East 2,100.84 feet along a fence line and along the North line of this tract of land and the North line of that certain tract of land described in said Volume 156. Page 603 and said Volume 2, Page 219 to a $\frac{3}{4}$ inch iron pipe found as called for in said Volume 156, Page 603 and said Volume 2, Page 219, said North line being monumented and generally accepted on the ground for over 25 years, from whence the Northeast corner of Section 24 and the Southeast corner of Section 14 of said Charles E. Harding's Subdivision bears North $00^{\circ} 11' 07''$ East 7,345.07 feet;

THENCE South $00^{\circ} 11' 07''$ West at 3,187.40 feet pass a $\frac{3}{4}$ inch iron pipe found, this iron pipe is a monument of record in said Volume 156, Page 603 and said Volume 2, Page 219 for the Southeast corner of Section 24 of said Charles E. Harding's Subdivision, it is however the Professional opinion of this surveyor that this corner lies in the East line of this survey but 26.81 feet North of the actual section corner, at 3,214.21 feet pass what is in my Professional opinion the Southeast corner of Section 24 and the Northeast corner of Section 25 of said Charles E. Harding's Subdivision at 3301.75 feet pass a 1 $\frac{1}{2}$ inch iron pipe found as called for in said Volume 156, Page 603 and said Volume 2, Page 219 for the Southwest corner of Section 22 and the Northwest corner of Section 27 in Township 1 North, Range 3 East of a Capitol Syndicate

Subdivision as shown by Plat thereof of record in Volume 5, Page 394 of said Deed Records, a total distance of 8,493.86 feet to a point being the Southeast corner of Section 25 and the Northeast corner of Section 36 of said Charles E. Harding's Subdivision from whence the Southeast corner of said Section 36 bears South 00° 11' 07" West 5,279.65 feet from this point a railroad spike found as called for in that certain instrument recorded in Volume 225, Page 730 of the Deed Records of Parmer County, Texas, for the Northwest corner of Section 1, Block C of Capitol Syndicate Subdivision in Parmer County, Texas as shown by Plat thereof record in Volume 2, Page 495 of said Deed Records bears East (Bearing Basis) 1,324.17 feet;

THENCE North 89° 56' 48" West 2,102.46 feet along the South line of Section 25 and the North line of Section 36 of said Charles E. Harding's Subdivision to the POINT OF BEGINNING and containing 410.0 acres of land, more or less.

TOGETHER WITH all improvements situated (hereon, including, but not limited to, portable buildings, livestock feeders and troughs, irrigation equipment, fuel tanks, submersible pumps, pressure tanks, corrals, gates, chutes and permanently attached improvements.

EXHIBIT B

A tract of land being all of Section 25 and a portion of Section 24 of Charles E. Harding's Subdivision of Capitol League 473 and parts of Capitol Leagues 459, 460, 461, 472 and 474 in Parmer County, Texas, as shown by the map or plat thereof of record in Volume 6, Page 164, Deed Records of Parmer County, Texas, and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "Furman RPLS 1959" set for the southwest corner of said Section 25, being the common corner of Sections 25-36-35-26 from whence a 1/2 inch iron rod found for the common corner of sections 27-34-33-28, all in said subdivision bears North 89° 56' 32" west, 10,564.82 feet, the southwest corner of Section 36 and the southeast corner of Section 35 bears South 00° 11' 46" West, 5,281.81 feet, from this point a harrow tooth found as called for in that certain instrument recorded in Volume 225, Page 730, of the Deed Records of Parmer County, Texas, for the Northwest corner of Section 1, Block C of Capitol Syndicate Subdivision in Parmer County, Texas, as shown by Plat thereof of record in Volume 2, Page 495 of said Deed Records bears West (Bearing Basis) 1,411.64 feet;

THENCE North 00° 11' 46" East along the common line of Sections 25 and 26, and the common line of Section 24 and 23, of said Charles E. Harding's Subdivision, and along the center of a road, at 5,281.61 feet pass the common line of Sections 25-26-23-24 a total distance of 8,503.54 feet to a 3/4 inch iron pipe found as called for in that certain instrument recorded in Volume 156, Page 603 of said Deed Records, and in Volume 2, Page 219 of the Field Note Records of Parmer County, Texas, from whence the common corner of Sections 24-23-14-13 of said Charles E. Harding's Subdivision bears North 00° 11' 46" East 5,281.61 feet and 1 1/4 inch iron pipe with 5/8 inch rod adjacent found for the common corner of Sections 12-13-14-11 of said Charles E. Harding's Subdivision, as called for in that certain instrument recorded in Volume 2, Page 343, of said Field Note records bears North 00° 11' 46" East 7,341.28 feet;

THENCE South 89° 40' 58" East 2,100.84 feet along a fence line and along the North line of this tract of land and the North line of that certain tract of land described in said Volume 156, Page 603 and said Volume 2, Page 219 to a 3/4 inch iron pipe found as called for in said Volume 156, Page 603 and said Volume 2, Page 219, said North line being monumented and generally accepted on the ground for over 25 years, from whence the Northeast corner of Section 24 and the Southeast corner of Section 14 of said Charles E. Harding's Subdivision bears North 00° 11' 07" East 7,345.07 feet;

THENCE South 00° 11' 07" West at 3,187.40 feet pass a 3/4 inch iron pipe found, this iron pipe is a monument of record in said Volume 156, Page 603 and said Volume 2, Page 219 for the Southeast corner of Section 24 of said Charles E. Harding's Subdivision, it is however the Professional opinion of this surveyor that this corner lies in the East line of this survey but 26.81 feet North of the actual section corner, at 3,214.21 feet pass what is in my Professional opinion the Southeast corner of Section 24 and the Northeast corner of Section 25 of said Charles E. Harding's Subdivision at 3,301.75 feet pass a 1 1/2 inch iron pipe found as called for in said Volume 156, Page 603 and said Volume 2, Page 219 for the Southwest corner of Section 22 and the Northwest corner of Section 27 in Township 1 North, Range 3 East of a Capitol Syndicate Subdivision as shown by Plat thereof of record in Volume 5, Page 394 of said Deed Records, a total distance of 8,493.86 feet to a point being the Southeast corner of Section 25 and the Northeast corner of Section 36 of said Charles E. Harding's Subdivision from whence the Southeast corner of said Section 36 bears South 00° 11' 07" West 5,279.65 feet from this point a railroad spike found as called for in that certain instrument recorded in Volume 225, Page 730 of the Deed Records of Parmer County, Texas, for the Northwest corner of Section 1, Block C of Capitol Syndicate Subdivision in Parmer County, Texas as shown by Plat thereof record in Volume 2, Page 495 of said Deed Records bears East (Bearing Basis) 1,324.17 feet;

THENCE North 89° 56' 48" West 2,102.46 feet along the South line of Section 25 and the North line of Section 36 of said Charles E. Harding's Subdivision to the POINT OF BEGINNING and containing 410.0 acres of land, more or less.

FEEDYARD PURCHASE AGREEMENT

1. **PARTIES.** This Agreement is by and between Parmer County Holdgins, LLC, a Texas Limited Liability Company (hereinafter referred to as "Seller"), and Brian McLane, or assigns, (hereinafter referred to as "Buyer").

McClain
5/8/19

2. **SALE AND PURCHASE OF FEEDYARD AND ASSOCIATED REAL PROPERTY.** Seller agrees to sell and convey, and Buyer agrees to purchase from Seller the real estate located in Parmer County, Texas, that is described on Exhibit A (the "Real Property").

3. **SALES PRICE:** The Sales Price for the Real Property is Five Hundred Seventy-Five Thousand and No/100 Dollars (\$575,000.00). The Sales Price shall be paid by Buyer to Seller by wire transfer or certified funds of immediately available funds at Closing. The Sales Price shall not be adjusted, regardless of surveyed acreage.

4. **EARNEST MONEY:** Buyer shall deposit within five (5) business days of acceptance, the amount of \$10,000.00 as earnest money with Farwell Abstract Co., Inc., in Farwell, Texas, as escrow agent, at 402 3rd St, Farwell, TX 79325 (the "Escrow Agent"). All such earnest money shall be held by the Escrow Agent. The earnest money shall be credited against the sales price due at Closing, unless otherwise provided herein.

5. **PROPERTY:** As used in this Contract, the term "Real Property" shall mean any and all of the following:

- A. The Real Property situated in Parmer County, Texas described on the attached Exhibit "A", together with all improvements thereon and all rights, privileges and appurtenances pertaining thereto, including but not limited to claims and permits, easements, and all rights and obligations. Included with the sale are the following items, if any: barns, livestock equipment, water systems, water pumps, corrals, tanks, and all other property owned by Seller that is attached to the above described Real Property;
- B. All water rights owned by Seller in the Real Property described in the attached Exhibit "A," subject to the Rules of any groundwater conservation district, if any;
- C. The Rolling Stock identified in Exhibit "B" attached hereto; and
- D. Except for a warranty of title to the assets contained in the Bill of Sale and the Special Warranty Deed, Seller has not made any warranty or representation concerning the assets. Buyer is purchasing the Rolling Stock and the Real Property "AS IS, WHERE IS, WITH ALL FAULTS." Buyer accepts the Rolling Stock and Real Property "as is, where is, with all faults". Seller is not making, and has not made, any warranty or representation of any kind or character, express or implied, with respect to the Real Property or Rolling Stock, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, tax consequences, latent or patent physical or environmental

condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the property with legal requirements or any other matter or thing regarding the property or any portion thereof. Buyer has not relied on and will not rely on, and Seller shall not be liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the property, or related thereto, made, or furnished by Seller, or any party representing or purporting to represent Seller, to whomever, made or given, directly or indirectly, orally or in writing, unless specifically set forth in this instrument.

6. EXCEPTIONS, RESERVATIONS, CONDITIONS, AND RESTRICTIONS: The Property will be conveyed subject to the following exceptions, reservations, conditions and restrictions after review and approval of Buyer:

- A. The oil, gas, and other minerals and royalties presently outstanding in third parties.
- B. Easements, rights-of-way, prescriptive easements of record, rights of adjoining owners in fences or turn rows situated on a common boundary and all oil and gas leases of record in Parmer County, Texas.

7. TITLE POLICY AND SURVEY:

A. TITLE POLICY:

- (1) Seller shall furnish to Buyer at Seller's expense an owner policy of title insurance (the "Title Policy") issued through Farwell Abstract Co., Inc., in Farwell, Texas (the "Title Company") in the amount of the Sales Price, dated or the date of 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: (a) The standard printed exception for standby fees, taxes and assessments; (b) Liens created as part of any financing secured by Buyer; (c) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing; and (d) The standard printed exception as to marital rights.
- (2) At least 14 days prior to closing, the Seller shall furnish to Buyer a commitment for title insurance (the "Commitment") and legible copies of restrictive covenants and documents evidencing exceptions in the Commitment. Seller authorizes the Title Company to mail or hand-deliver the Commitment and related documents to Buyer at Buyer's address shown below. If the Commitment is not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 7 days.

- (3) Buyer may object at least 7 days prior to Closing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6(A)(1)(a) through (e) above; disclosed in the Commitment other than items 6(A)(a) through (f) above; (ii) any portion of the Property lying in the 100 year flood plain as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit farming or ranching. 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. Seller shall use his best efforts to cure the objections of Buyer or any third party lender within 30 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured by the extended Closing Date, this contract will terminate and the earnest money and all interest thereon will be refunded to Buyer unless Buyer elects to waive the objections. Seller shall not be required to obtain releases of any easements on the Property. If easements exist which affect Buyer's intended use of the Property, Buyer may terminate the contract at Buyer's option. Seller shall use his best efforts to cure any valid and reasonable objections to title.

B. SURVEYS: No new survey is required.

8. NOTICE TO SELLER AND BUYER:

- A. 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 of the Texas Water Code requires Seller to deliver and the 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.
- B. Eligibility for government farm program benefits may depend upon compliance with a soil conservation plan for the Property. Buyer is advised to determine whether the Property is subject to and in compliance with a plan.
- C. 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.

9. SALE AND PURCHASE OF FEED, SUPPLIES, AND OTHER INVENTORIES.

(a) Seller is selling and Buyer is purchasing the Feed, Veterinary Supplies, and Other Inventories ("Rolling Stock") effective as of the Closing.

(b) Buyer will pay Seller's cost at closing of the Feed, Veterinary Supplies, and Other Inventories, not specifically reserved under this Agreement.

10. **RESERVATION OF ALL LIVESTOCK.** Seller is reserving all cows, heifers, steers, bulls, and horses, if any, and will remove all livestock on or about the date of closing or otherwise reach a mutually acceptable agreement.

11. **RESERVATION OF CERTAIN PERSONAL PROPERTY.** Seller is reserving all computers, office decorations, personal records, and all other property not expressly conveyed under this Agreement. Seller will remove these items prior to Closing.

12. **CONVEYANCE.** At the closing, Seller will convey the Feedyard and Real Property by Special Warranty Deed and the Rolling Stock by a Bill of Sale free and clear of any and all liens.

13. **SILAGE.** Sellers reserve all silage stored on the Real Property. Further, Sellers reserve the right to store the 2019 crop on the same location through December 31, 2020. In addition, Sellers shall be entitled to use the scales as needed and be entitled to a right of way easement from the nearest county road or highway to the scales and silage storage site.

14. **CLOSING.** The closing of the transactions contemplated by this Agreement will be in the offices of Farwell Abstract Co., Inc., 402 3rd St, Farwell, TX 79325, on June 12, 2019. If curative action by Seller with respect to title or the survey is required pursuant to objections of Buyer with respect to such matters, the Closing Date shall be extended so as to provide a reasonable period for such curative action, provided, however, in no event shall Closing be extended beyond 45 days following the Closing Date provided herein, unless the parties shall otherwise specifically agree. Buyer shall receive possession of the Property at closing.

15. **SELLER'S REPRESENTATION TO BUYER.** Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

- A. **Authority.** Seller warrants that Seller has authority to convey the property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
- B. **Litigation.** There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform their obligations under this contract nor does Seller know of or have reasonable grounds to know of any basis for any such action or claim.
- C. **Violations of Laws or Contract.** Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property. The execution, delivery and performance by Seller of his obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree or order by which the Seller is bound, or by any of the provisions of any contract to which the Seller is a party or by which the Seller is bound or, by the Seller's declaration of trust.

- D. **Condemnation; Land Use.** Seller has not received notice and are not aware of any condemnation or land-use proceedings affecting the Property.
- E. **Environmental Conditions.** Seller hereby represents to Buyer that, to the best of Seller's knowledge: (i) no mandatory statutory disclosure document concerning the environmental condition of the property needs to be provided; (ii) the Property is not in any way contaminated with any hazardous material or substance; (iii) the Property does not appear on any state or federal CERCLA (Comprehensive Environmental Responsibility, Compensation, and Liability Act) or Superfund lists; (iv) neither Seller nor any of Seller's employees, agents, licensees or invitees have placed or permitted the placement of any hazardous materials or substances in, on or over the Property; (v) to the best of Seller's knowledge, no other party has placed any hazardous materials or substances in, on or over the Property; (vi) the Property has not been used as a plant or site where hazardous substances are subjected to treatment, storage, disposal or recovery; and (vii) the Property is not subject to any federal, state or local "Superfund" lien, proceedings, claim, liability or action, or the threat or likelihood thereof, for the clean-up, removal or remediation of any hazardous substance from the Property. The term "hazardous material or substance" does not include chemicals, herbicides, fertilizers, manures, petroleum products, fuels and lubricants customarily used in farming practices in the County where the Property is situated.
- F. **No Other Obligation to Sell the Property or Restriction against Selling the Property.** Seller has not obligated themselves to sell the Property to any other party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which they are bound.
- G. **No Liens.** On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property.
- H. **Permit.** On the Closing Date, the TCEQ Permit shall be in full compliance with all rules and regulations.

16. BUYER'S REPRESENTATION AND WARRANTIES TO SELLER. Buyer represents and warrants to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

- A. **Authority.** Buyer warrants that Buyer has authority to purchase the property from Seller. This contract is, and all documents required by this contract to be executed and delivered to Seller at closing will be, duly authorized, executed, and delivered by Buyer.

- B. **Litigation.** There is no litigation pending or threatened against Buyer that might affect Buyer's ability to perform its obligations under this contract nor does Buyer know of or have reasonable grounds to know of any basis for any such action or claim.
 - C. **Violations of Laws or Contract.** The execution, delivery and performance by Buyer of its obligations under this Agreement will not conflict with or result in a breach of, or constitute a default under, any of the provisions of any law, governmental rule, regulations, judgment, decree or order by which the Buyer is bound, or by any of the provisions of any contract to which the Buyer is a party or by which the Buyer is bound or, by the Buyer's declaration of trust.
17. **BROKERS' FEES:** Neither party has agreed to pay a commission regarding this Property.
18. **CONSERVATION RESERVE PROGRAM ("CRP"):** The Property does not contain any acreage subject to CRP Contracts.
19. **SETTLEMENT AND OTHER EXPENSES:** The following expenses shall be borne by Seller and Buyer as follows:
- A. **Seller's Expenses:** Title Insurance, Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates showing the payment of 2018 taxes, if applicable; preparation of deed; one-half (1/2) of the escrow fee, if any; and other expenses stipulated to be paid by Seller under other provisions of this Contract.
 - B. **Buyer's Expenses:** Recording fees of the deed; appraisal; loan fees; one-half (1/2) of the escrow fee, if any; and other expenses stipulated to be paid by Buyer under other provisions of this Contract.
 - C. Each party shall pay their own attorney's fees associated with the transaction.
20. **PRORATIONS AND ROLLBACK TAXES:**
- A. **PRORATIONS:** Seller agrees to pay all taxes for 2018. Taxes for 2019 shall be prorated to date of Closing.
 - 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. Obligations imposed by this paragraph will survive Closing.
21. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty loss after the effective date of the Contract and prior to Closing, Seller shall be required to use reasonable efforts to restore the Property to its previous condition. If Seller is unable or refuses to restore the Property to its previous condition and the economic damages associated with

the damage exceed the sum of \$100,000.00, Buyer may elect to terminate this Contract and the Escrow Funds, along with any interest thereon shall be returned to Buyer, with neither party having any further obligation or rights under this Contract. During Seller's possession of the Property, Seller will maintain the water wells and other improvements in good condition, reasonable wear accepted.

22. **DEFAULT:** If Buyer fails to timely comply with any provision of this Contract, Buyer will be in default, and Seller may either terminate this Contract and receive the earnest money as liquidated damages, thereby releasing both parties from this Contract or may enforce specific performance of this Contract. If Seller fails to comply with this Contract, Seller will be in default and Buyer may enforce specific performance of this Contract or pursue such other legal actions as may be available in law or in equity.

23. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to the transaction described in this Contract is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

24. **NO LIENS:** Seller represents that as of the Closing Date there will be no liens, assessments, or security interests against the Property which will not be satisfied out of the Sales Price. If any representation of Seller in this Contract is untrue on the Closing Date, this Contract may be terminated by Buyer and the Earnest Money including accrued interest will be refunded to Buyer. Representations contained in this Contract will survive Closing as set forth in Paragraph 31 below.

25. **AGREEMENT OF PARTIES:** This Contract contains the entire agreement of the parties and cannot be changed except by their written agreement. This Contract supersedes all prior negotiations, correspondence, understandings, and agreements among the parties hereto respecting the subject matter hereof.

26. **CONSULT YOUR ATTORNEY:** Lynn Tate and Underwood Law Firm represent Seller in this transaction. Buyer has been advised to seek the advice of counsel prior to executing this Agreement.

27. **NOTICES:** All notices from the parties to each other must be in writing and are effective when mailed, via certified mail, postage prepaid or hand-delivered to Buyer or to Seller as follows:

To Buyer:

Brian McLane
824 Mullings Lane
Benton, KY 42025

To Seller:

Parmer County Holdings, LLC
P. O. Box 39
Lazbuddie, TX 79053

AND

Lynn Tate
Underwood Law Firm, P.C.
P. O. Box 9158
Amarillo, TX 79105-9158
806.379.0375
lynn.tate@uwlaw.com

28. TAX-FREE EXCHANGE. Seller shall cooperate fully with Buyer in connection with any tax-free exchange that Buyer desires to complete. Seller shall not be charged any expense on account of Buyer's exchange transaction. Buyer shall fully indemnify and hold Seller harmless from any liability incurred by Seller as a result of Seller's participation in the tax-free exchange.

Buyer shall cooperate fully with Seller in connection with any tax-free exchange that Seller desires to complete. Buyer shall not be charged any expense on account of Seller's exchange transaction. Seller shall fully indemnify and hold Buyer harmless from any liability incurred by Buyer as a result of Buyer's participation in the tax-free exchange.

29. ASSIGNMENT. Buyer may assign this Agreement. All references in this Agreement to Buyer include Buyer and its assigns. Buyer shall remain obligated to fulfill the terms of this Agreement, if any Assignee fails to perform the responsibilities as agreed.

30. ESCROW: The earnest money is deposited with Farwell Abstract Co., Inc., as escrow agent (the "Escrow Agent") with the understanding that Escrow Agent is not a party to this Contract and does not have any liability for the performance or nonperformance of any party to this Contract. Escrow Agent shall have no responsibility for determining the entitlement of the parties to the escrow fund. At Closing, the Escrow Agent shall disburse the net escrow fund to Seller for application to the purchase price. Except as otherwise specifically provided herein, in the absence of Closing, the Escrow Agent shall disburse the Net Escrow Funds in accordance with written instructions jointly executed by the parties or, in the absence of such joint instructions, as directed by a final judgment of a court of competent jurisdiction. If one party makes written demand for the earnest money, Escrow Agent shall give notice of the demand by providing to the other party a copy of the demand. If Escrow Agent does not receive written objection to the demand from the other party within 30 days after notice to the other party, Escrow Agent shall disburse the Net Escrow Funds to the party making demand. Escrow Agent shall be entitled to reimbursement from the fund for all expenses incurred by Escrow Agent in connection with the holding of the escrow funds. The term "Net Escrow Funds" as used herein means the total amount of funds held by the Escrow Agent hereunder less any expenses incurred by Escrow Agent in connection with the holding of such funds. If Escrow Agent complies with the provisions of this paragraph, each party hereby releases Escrow Agent from all claims related to the disbursal of the earnest money. Any notice by Escrow Agent hereunder shall be effective when deposited in the U.S. mail, postage prepaid, certified mail, return receipt requested, addressed to the party to whom the notice is directed at such party's address shown herein. Any notice to the Escrow Agent shall be deemed effective upon receipt by the Escrow Agent.

31. **SURVIVAL.** Without limitation the provisions of Paragraphs 15, 16, 20, 23, and 24 shall survive the Closing for a period of one (1) year. Paragraph 13 shall survive through December 31, 2020.

32. **FAX AND ELECTRONIC SIGNATURES AND COUNTERPARTS.** Execution and delivery of this Contract by delivery of a facsimile or electronic copy bearing the facsimile or electronic signature of any party hereto shall constitute a valid and binding execution by such party. Such facsimile or electronic copies shall constitute enforceable original documents. The Parties hereby may execute this Contract in any number of counterparts, each of which shall have the force and effect of an original; but all such counterparts shall constitute one and the same instrument.

Executed this 8th day of May, 2019.

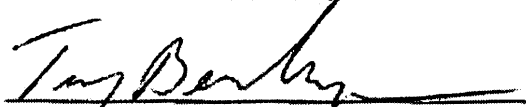
BUYER:



Brian McLane
McClain
5/8/19 BM

SELLER:

PARMER COUNTY HOLDINGS, LLC

By: 

Tony Beauchamp, Manager

EXHIBIT "A"
PROPERTY DESCRIPTION

A tract of land being all of Section 25 and a portion of Section 24 of Charles E. Harding's Subdivision of Capitol League 473 and parts of Capitol Leagues 459,460,461,472 and 474 in Parmer County, Texas, as shown by the map or plat thereof of record in Volume 6. Page 164, Deed Records of Parmer County. Texas, and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod with cap stamped "Furman RPLS 1959" set for the southwest corner of said Section 25, being the common corner of Sections 25-36-35-26 from whence a 1/2 inch iron rod found for the common corner of sections 27-34-33-28, all in said subdivision bears North 89° 56' 32" west, 10,564.82 feet, the southwest corner of Section 36 and the southeast corner of Section 35 bears South 00° 11' 46" West, 5,281.81 feet, from this point a harrow tooth found as called for in that certain instrument recorded in Volume 225, Page 730, of the Deed Records of Parmer County, Texas, for the Northwest corner of Section 1, Block C of Capitol Syndicate Subdivision in Parmer County, Texas, as shown by Plat thereof of record in Volume 2. Page 495 of said Deed Records bears West (Bearing Basis) 1,411.64 feet;

THENCE North 00° 11' 46" East along the common line of Sections 25 and 26, and the common line of Section 24 and 23, of said Charles E. Harding's Subdivision, and along the center of a road, at 5,281.61 feet pass the common line of Sections 25-26-23-24 a total distance of 8,503.54 feet to a 3/4 inch iron pipe found as called for in that certain instrument recorded in Volume 156, Page 603 of said Deed Records, and in Volume 2, Page 219 of the Field Note Records of Parmer County, Texas, from whence the common corner of Sections 24-23-14-13 of said Charles E. Harding's Subdivision bears North 00° 11' 46" East 531.61 feet and 1 1/4 inch iron pipe with 5/8 inch rod adjacent found for the common corner of Sections 12-13-14-11 of said Charles E. Harding's Subdivision, as called for in that certain instrument recorded in Volume 2, Page 343, of said Field Note records bears North 00° 11' 46" East 7,341.28 feet;

THENCE South 89° 40' 58" East 2,100.84 feet along a fence line and along the North line of this tract of land and the North line of that certain tract of land described in said Volume 156. Page 603 and said Volume 2, Page 219 to a 3/4 inch iron pipe found as called for in said Volume 156, Page 603 and said Volume 2, Page 219, said North line being monumented and generally accepted on the ground for over 25 years, from whence the Northeast corner of Section 24 and the Southeast corner of Section 14 of said Charles E. Harding's Subdivision bears North 00° 11' 07" East 7,345.07 feet;

THENCE South 00° 11' 07" West at 3,187.40 feet pass a 3/4 inch iron pipe found, this iron pipe is a monument of record in said Volume 156, Page 603 and said Volume 2, Page 219 for the Southeast corner of Section 24 of said Charles E. Harding's Subdivision, it is however the Professional opinion of this surveyor that this corner lies in the East line of this survey but 26.81 feet North of the actual section corner, at 3,214.21 feet pass what is in my Professional opinion the Southeast corner of Section 24 and the Northeast corner of Section 25 of said Charles E. Harding's Subdivision at 3301.75 feet pass a 1 1/2 inch iron pipe found as called for in said Volume 156, Page 603 and said Volume 2, Page 219 for the Southwest corner of Section 22 and the Northwest corner of Section 27 in Township 1 North, Range 3 East of a Capitol Syndicate

Subdivision as shown by Plat thereof of record in Volume 5, Page 394 of said Deed Records, a total distance of 8,493.86 feet to a point being the Southeast corner of Section 25 and the Northeast corner of Section 36 of said Charles E. Harding's Subdivision from whence the Southeast corner of said Section 36 bears South 00° 11' 07" West 5,279.65 feet from this point a railroad spike found as called for in that certain instrument recorded in Volume 225, Page 730 of the Deed Records of Parmer County, Texas, for the Northwest corner of Section 1, Block C of Capitol Syndicate Subdivision in Parmer County, Texas as shown by Plat thereof record in Volume 2, Page 495 of said Deed Records bears East (Bearing Basis) 1,324.17 feet;

THENCE North 89° 56' 48" West 2,102.46 feet along the South line of Section 25 and the North line of Section 36 of said Charles E. Harding's Subdivision to the POINT OF BEGINNING and containing 410.0 acres of land, more or less.

TOGETHER WITH all improvements situated (hereon, including, but not limited to, portable buildings, livestock feeders and troughs, irrigation equipment, fuel tanks, submersible pumps, pressure tanks, corrals, gates, chutes and permanently attached improvements.

EXHIBIT "B"
ROLLING STOCK

ADDENDUM TO FEEDYARD PURCHASE AGREEMENT

THIS ADDENDUM TO FEEDYARD PURCHASE AGREEMENT is attached to and forms part of the Feedyard Purchase Agreement ("Agreement") by and between Parmer County Holdings, LLC, a Texas Limited Liability Company (hereinafter referred to as "Seller"), and Brian McClain, or assigns, (hereinafter referred to as "Buyer") regarding the Real Property defined therein (sometimes referred herein and therein as "Property" or "Real Property").

NOW, THEREFORE, for and in consideration stated in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties also agree as follows:

- 1. Buyer shall be under no obligation to close the transaction unless the following conditions shall have been satisfied or waived by Buyer, in writing, at or prior to the time of Closing:**
 - (a) Buyer shall have obtained a loan for the Sales Price on terms and conditions acceptable to Buyer.**
 - (b) In addition to the Title Policy, Buyer may, at Buyer's sole cost and expense, obtain an independent examination of the title to the Property and to obtain a commitment for an owner's policy of title insurance from a title insurance company of Buyer's choosing ("Buyer's Title Examination"). In addition to the rights set forth in items 7(A)(3), Buyer may object at least 7 days prior to Closing to defects, exceptions or encumbrances to title disclosed in Buyer's Title Examination other than items 6(A)(1)(a) through (f) in the Agreement. 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 or similar requirements in Buyer's Title Examination are not waived. Seller shall use its best efforts to cure the objections of Buyer or any third party lender within 30 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured by the extended Closing Date, this contract will terminate and the earnest money and all interest thereon will be refunded to Buyer unless Buyer elects to waive the objections. Seller shall not be required to obtain releases of any easements on the Property. If easements exist which affect Buyer's intended use of the Property, Buyer may terminate the contract at Buyer's option. Seller shall use his best efforts to cure any valid and reasonable objections to title.**
 - (c) Buyer shall have twenty (20) days from the date of the Agreement to conduct, or cause to be conducted, an environmental audit of the Property, and such inspection shall not have disclosed any condition which is unsatisfactory to Buyer. In conducting such environmental audit, Buyer agrees that neither it, nor its environmental consultant, shall unreasonably interfere with the operation of the Property, each of them shall cooperate with the reasonable requirements of Seller, including requirements relating to the confidentiality of such environmental audit, and such environmental audit shall be arranged, in advance, between Seller and Buyer. Unless Buyer notifies Seller in writing on or before the twentieth (20th) day from the date of**

the Agreement that the environmental audit has disclosed matters which are unsatisfactory to Buyer, this contingency shall be deemed to have been waived. In the event Buyer shall notify Seller that the environmental audit has disclosed matters which are unsatisfactory to Buyer, this Agreement shall be null and void, and Seller shall forthwith return (or cause to be returned) the earnest money and all interest thereon to Buyer.

- (d) Buyer shall have obtained written approval from the Texas Commission on Environmental Quality ("Commission") of the transfer of the TCEQ Permit from Seller to Buyer. Within fifteen (15) days of the Agreement, Buyer will file an application with the Commission for such approval. Seller agrees to cooperate with Buyer with regards to the application process.
 - (e) All of Seller's representations and warranties shall remain true and correct as of the date of Closing.
 - (f) There shall exist no condemnation or other proceedings, or other litigation or administrative proceedings of any nature with respect to the Property as of the date of Closing, nor shall any such proceedings be threatened.
 - (g) There shall not exist any materially adverse change in the state of title to the Property or in the physical condition of the Property from the state of title and the physical condition that exist on the date of this Agreement.
2. To the extent that any of the terms or conditions contained in this Addendum may contradict or conflict with any of the terms or conditions of the Agreement, it is expressly understood and agreed that the terms of this Addendum shall take precedence and supersede the Agreement.
3. Execution and delivery of this Addendum by delivery of a facsimile or electronic copy bearing the facsimile or electronic signature of any party hereto shall constitute a valid and binding execution by such party. Such facsimile or electronic copies shall constitute enforceable original documents. The Parties hereby may execute this Addendum in any number of counterparts, each of which shall have the force and effect of an original; but all such counterparts shall constitute one and the same instrument.

[Intentionally left blank. Signature page follows]

Executed this 8 day of May, 2019.

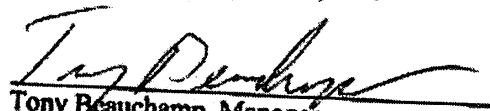
BUYER:


Brian McClain

SELLER:

PARMER COUNTY HOLDINGS, LLC

By:


Tony Beauchamp, Manager

Old Listing HEC Feedyard and Calf Ranch

Legacy Farm & Ranch Auctions

 legacylandauctions.com/index.php



HEC Feedyard, Farm, Calf Ranch & Grow Yard

2 properties, ±2,159 total acres including a 20,000 head calf ranch & grow yard, large commercial feedyard with 67,700 ft. of bunk space, commodity storage facility & warehouse, an industrial machine shop, farmland, and more to be auctioned in 7 tracts - bid on one, a few, or bid on them all!

Listing Agent: Brock Thompson, Triangle Realty, LLC

THIS PROPERTY IS BEING SOLD BY ORDER OF THE U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF TEXAS CASE NO. 15-20252-RLJ11, HEC FEEDYARD, LLC

BIDDER QUALIFICATION: Each prospective bidder will have to deposit, not later than the day prior to the Auction, the sum of \$10,000 ("Bidder Deposit") which will be deposited into the IOLTA trust account of Seller's attorney, made payable as follows: Mullin Hoard Brown IOLTA. Unless a prospective bidder is the high bidder, the Bidder Deposit shall be fully refunded to the prospective bidder following the conclusion of the Auction with all payment to be made on the day of the Auction unless such prospective bidder fails to await the refund following the Auction, in which event a refund check shall be mailed to address provided by the prospective bidder the within two business days of the completion of the Auction. Please contact Legacy Land Auctions at 806-324-7949 to register.

[Register to Bid/Broker Participation Agreement](#)

[Full Property Brochure](#)

[FINAL Auction Terms and Conditions](#)

[Legal Descriptions & Plat Maps](#)

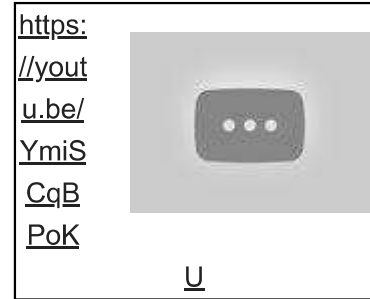
LATEST UPDATE - Below are links to two easement dedications.

The first will be applicable in the event Tracts 1, 2, and 3 have multiple buyers. The second will be utilized if Tracts 4 and 5 have multiple buyers.

[Muleshoe Easement Dedication](#)

[Friona Tracts 4 & 5 Easement Dedication](#)

Detailed auction catalogs, title commitments, and sales contracts for each tract linked below, or contact our office today to request a full catalog.



Auction Date:

Thursday, April 21, 2016

Auction Location:

Hereford Country Club -
Ballroom
726 Country Club Drive,
Hereford, TX 79045

Auction Time:

2:00 PM

On-Site Informational Meetings

Thank you to those who attended any one of our 4 informational meetings on Tuesday, March 8 and Tuesday, April 5, 2016.



If you couldn't make it to one of these open sessions, please contact us today to schedule your private showing.

We look forward to seeing you on Thursday, April 21, 2016 at 2:00 p.m. at the Hereford Country Club in Hereford, Texas.







HEC Feedyard and Farmland (Tracts 4 & 5)
Parker, Texas, 869.0 AC +/-

This map is an approximation. The information regarding the number of acres in each tract is an estimate, and the actual acreage involved will be adjusted by a survey as required.













Bailey County Property 5.4 miles west of Muleshoe, Texas

Title Commitment for TRACTS 1, 2, & 3

Easement Dedication

<https://youtu.be/Qvc9L7tC6YI>



Featuring 6,300 wooden calf hutches, shaded weaning pens for 1,800 head, and growing pens for up to 12,000 head with concrete and corrugated feed bunks throughout, groundwork has been completed to provide plenty of opportunity to expand with space for 6,000 additional hutches and up to 21 more rows of growing pens. The growing facility includes a covered sorting and treatment facility.

A $\pm 33,520$ ft² milk barn and storage building includes $\pm 25,920$ ft² of milk bottle preparation space and a $\pm 7,600$ ft² machine shop. Property includes a 500,000 gallon water storage tank and three active wells. 2 permitted retention control structures.

± 682 acres of grass and farmland includes a full circle with a 980 ft. Zimmatic sprinkler.

TRACT 1 20,000 HEAD CALF RANCH & Grow Yard (PERMITTED FOR 83,240 HEAD) ON ± 994.7 ACRES

[TRACT 1: AUCTION CATALOG](#)

[TRACT 1: Sales Contract](#)

20,000 head calf facility and grow yard 5.4 miles west of Muleshoe, Texas. Originally designed to house more than 70,000 head, this facility is permitted for up to 83,240 head.

<https://youtu.be/QoRZ60FL5Pk>



Tract 2 $\pm 46,400$ ft² Commodity Barn & Warehouse Space on ± 31.97 Acres

[TRACT 2: AUCTION CATALOG](#)

[TRACT 2: Sales Contract](#)

46,400 ft² metal-construction commodity barn sits on ± 31.97 acres.

Facility includes 19,200 ft² of indoor warehouse space. 27,200 ft². commodity storage area includes 14 storage bays (16' x 40'). Property currently shares access from CR 133 with Tracts 1 and 3.

<https://youtu.be/TZA0IUh>

[RAeA](#)



Tract 3 ±30,000 ft² Machine Shop and Warehouse on ±25 Acres

[TRACT 3: AUCTION CATALOG](#)

[TRACT 3: Sales Contract](#)

±30,000 ft² machine shop on ±25 acres features 9 work bays with 18 pull-through overhead roll-up doors, a washout area with two overhead, roll-up doors, oil change pit, 10 Ton and 15 Ton overhead hoists that can move the length of the facility, storage, office space, and unfinished residential space.

Open warehouse space provides limitless commercial opportunities. Property currently shares access from CR 133 with Tracts 1 and 2. There is no existing water well on this tract.

Parmer County Property - 4.8 miles northwest of Friona, Texas

<https://youtu.be/G6Y91WRXxtw>

[RXxtw](https://youtu.be/G6Y91WRXxtw)



Permitted for 115,000 head, this feedyard is outfitted with an 8-roll steam-flake feed mill with batch mixing capability. The yard includes $\pm 67,700$ linear feet of concrete bunk space. 426 feeding pens of variable sizes allow for feeding of single-load or multiple loads of cattle. Multiple on-site water wells supply the yard, and a long-term water lease is negotiable with the adjacent property-owner. On-site water storage tanks hold up to 150,000 gallons.

This expansive yard bordered on the west by County Road 15 includes the feed mill and commodity storage, main feedyard office facility, two cattle receiving/shipping areas with scales, two processing barns, one hospital barn and five hospital sheds, a large horse barn, and four silage pits. The yard drains efficiently into two retention control structures and has a legal easement to drain into a playa to the east of the yard.

TRACT 4 FEEDYARD (PERMITTED FOR 115,000 HEAD) ON ± 408.76 ACRES

TRACT 4: AUCTION CATALOG

Phase I Environmental Site Assessment

TRACT 4: Title Commitment

TRACT 4: Sales Contract

Easement Dedication

This confined feeding operation is situated in the heart of cattle feeding country in Parmer County, Texas.

<https://youtu.be/P6ER61wTDEY>



Tract 5 +/- 441 Acres Dryland and Irrigated Farmland

[TRACT 5: AUCTION CATALOG](#)

[TRACT 5: Title Commitments](#)

[TRACT 5: Sales Contract](#)

+/- 441 acres of dryland and irrigated farmground situated on the northeast corner of the feedyard. Full circle includes a 1,550 ft. Zimmatic center pivot sprinkler fed by 2 water wells. This tract is currently being leased and farmed through May 2016. All crops currently planted are the property of the lessee and will be harvested prior to the termination of the lease agreement.

<https://youtu.be/8uoBjHXrGNo>



<https://youtu.be/lrjCUPL1dkQ>



Tract 7 +/- 252 Acres of Dryland and Irrigated Farmland

[TRACT 7: AUCTION CATALOG](#)

[TRACT 7: Title Commitments](#)

[TRACT 7: Sales Contract](#)

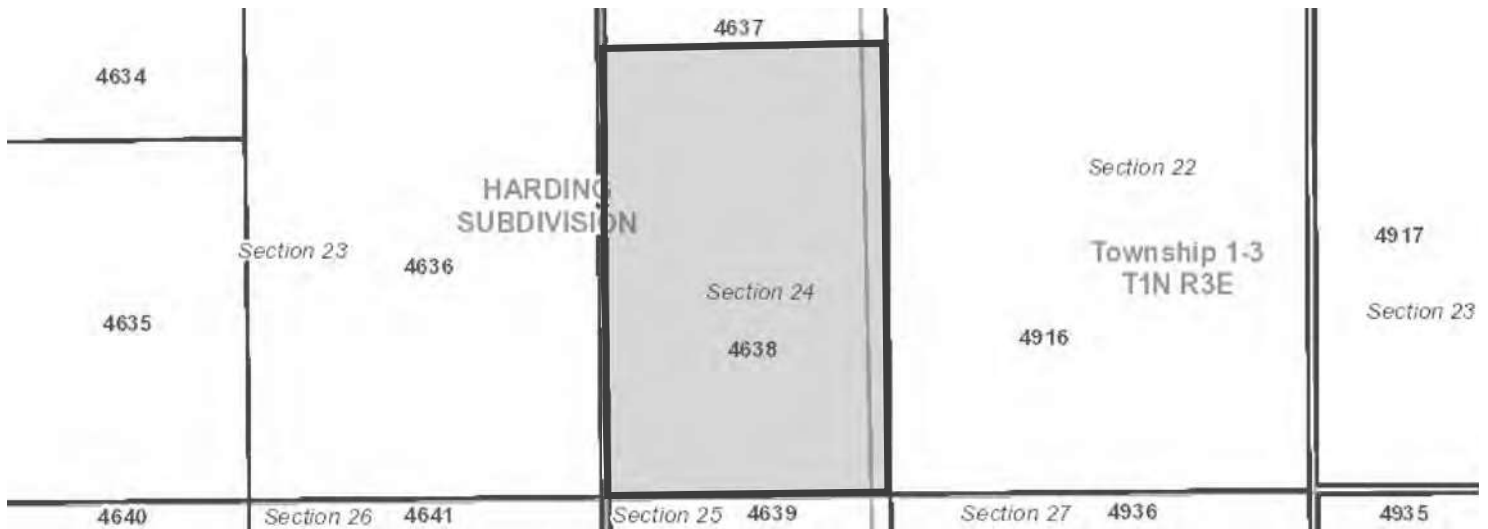
Located roughly 2.5 miles west of Friona, this farmland includes both irrigated and dryland acreage. The full circle has a 1,300 ft. Zimmatic center pivot sprinkler fed by one well. This tract is currently being leased and farmed through May 2016. All crops currently planted are the property of the lessee and will be harvested prior to the termination of the lease agreement.



Brock Thompson, Listing Agent - Triangle Realty, LLC

Legacy Auctions, LLC - TX Broker License No 9003512; OK Broker License 177042; Charlie Sellers - Texas Auctioneer License No 17494

Map



Property Details

Account

Property ID:	4638	Geographic ID: 5-HAR-024-006-000
Type:	Real	Zoning:
Property Use:		Condo:

Location

Situs Address:	
Map ID:	Mapsco:
Legal Description:	HARDING, LOT S 153.76 AC OF SEC 24, ACRES 154
Abstract/Subdivision:	SHARD - HARDING
Neighborhood:	NONE

Owner

Owner ID:	224633
Name:	7M CATTLE FEEDERS INC
Agent:	
Mailing Address:	%BRIAN MCLANE 824 MULLINS LANE BENTON, KY 42025
% Ownership:	100.0%
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

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Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$0 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$138,600 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$138,600 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$138,600 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$138,600
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: 7M CATTLE FEEDERS INC **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	Parmer County Appraisal District	0.000000	\$138,600	\$138,600	\$0.00	
GPA	PARMER COUNTY	0.402000	\$138,600	\$138,600	\$557.17	
HPC	PARMER COUNTY HOSPITAL	0.194200	\$138,600	\$138,600	\$269.16	
RFM	FM ROAD	0.110000	\$138,600	\$138,600	\$152.46	
SFR	FRIONA ISD	1.188600	\$138,600	\$138,600	\$1,647.40	
WHP	HIGH PLAINS WATER	0.004686	\$138,600	\$138,600	\$6.49	

Total Tax Rate: 1.899486

Estimated Taxes With Exemptions: \$2,632.68

Estimated Taxes Without Exemptions: \$2,632.68

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
SP	SPECIAL	154.0000	6,708,240.00			\$138,600	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$0	\$138,600	\$0	\$138,600	\$0	\$138,600
2022	\$0	\$138,600	\$0	\$138,600	\$0	\$138,600
2021	\$0	\$138,600	\$0	\$138,600	\$0	\$138,600
2020	\$0	\$138,600	\$0	\$138,600	\$0	\$138,600
2019	\$0	\$138,600	\$0	\$138,600	\$0	\$138,600
2018	\$0	\$138,600	\$0	\$138,600	\$0	\$138,600
2017	\$0	\$138,600	\$0	\$138,600	\$0	\$138,600
2016	\$0	\$138,600	\$0	\$138,600	\$0	\$138,600
2015	\$0	\$138,600	\$0	\$138,600	\$0	\$138,600
2014	\$0	\$138,600	\$0	\$138,600	\$0	\$138,600
2013	\$223,460	\$138,600	\$0	\$362,060	\$0	\$362,060

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
8/2/2019	WD	WARRANTY DEED	PARMER COUNTY LAND HOLDINGS LLC	7M CATTLE FEEDERS INC	158	566	61505
3/1/2018	SWD	SPECIAL WARRANTY DEED	PLAINS CAPITAL BANK	PARMER COUNTY LAND HOLDINGS LLC	144	602	59622
6/29/2016	SWD	SPECIAL WARRANTY DEED	HEC FEEDYARD LLC	PLAINS CAPITAL BANK	127	616	57512
5/17/2011	WD	WARRANTY DEED	TEXZONA FRIONA LLC	HEC FEEDYARD LLC	79	671	50964
7/1/2004	WD	WARRANTY DEED	MONFORT INC	TEXZONA FRIONA LLC	6	621	
	CD	CASH DEED	ASSOCIATED BEEF CITY	MONFORT INC	271	794-800	0
11/19/1997	WD	WARRANTY DEED	WEST PLAINS FEED YARD INC	ASSOCIATED BEEF CITY	261	640	
2/9/1988	OT	Other	TRAVELERS INSURANCE	WEST PLAINS FEED YARD INC	221	42	

10/6/1987	OT	Other	HI PLAINS FEEDYARD INC.	TRAVELERS INSURANCE	219	371	
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Estimated Tax Due

****ATTENTION****

Indicated amount may not reflect delinquent tax due beyond a 5-year history. Partial payments or contract payments may not be reflected. Quarter payments that are made according to Section 31.031 of the Texas Property Tax Code are not considered delinquent.

****PRIOR TO MAKING FULL OR PARTIAL PAYMENTS PLEASE CONTACT OUR OFFICE FOR A CURRENT AMOUNT DUE****

****WE CANNOT GUARANTEE THE ACCURACY OF THE AMOUNT DUE LISTED BELOW****

If Paid:



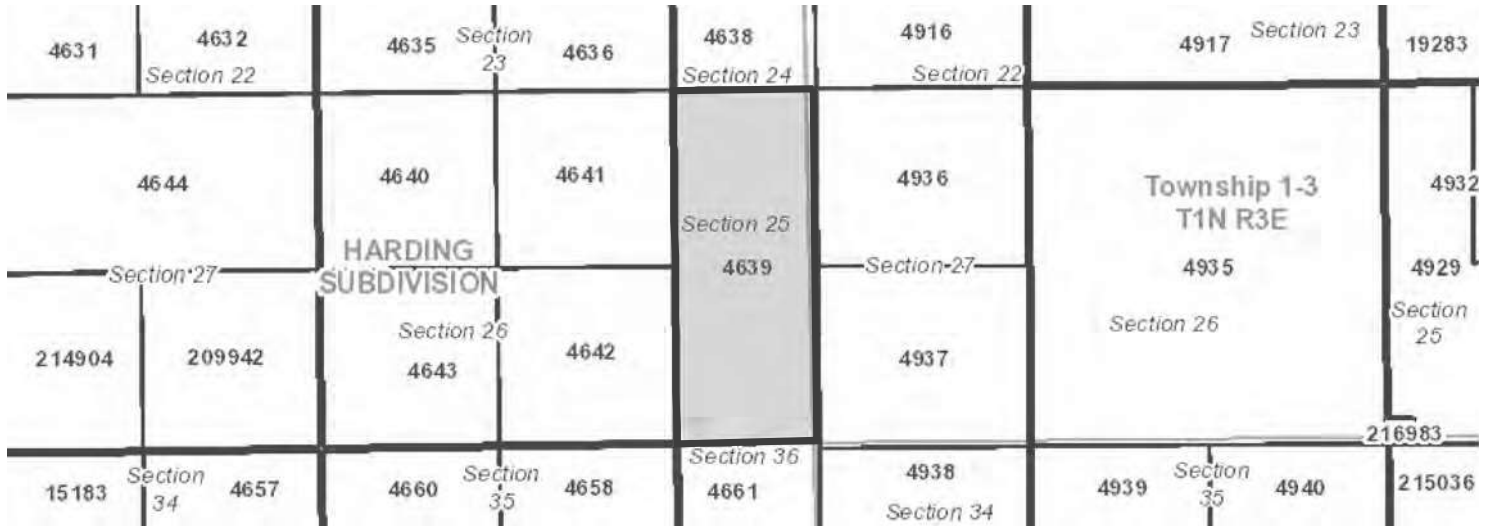
Year	Taxing Jurisdiction	Tax Rate	Market Value	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees	Am
2022	PARMER COUNTY	0.402000	\$138,600	\$138,600	\$557.17	\$557.17	\$0.00	\$0.00	\$0.00	\$
2022	PARMER COUNTY HOSPITAL	0.194200	\$138,600	\$138,600	\$269.17	\$269.17	\$0.00	\$0.00	\$0.00	\$
2022	FM ROAD	0.110000	\$138,600	\$138,600	\$152.46	\$152.46	\$0.00	\$0.00	\$0.00	\$
2022	FRIONA ISD	1.188600	\$138,600	\$138,600	\$1,647.40	\$1,647.40	\$0.00	\$0.00	\$0.00	\$
2022	HIGH PLAINS WATER	0.004686	\$138,600	\$138,600	\$6.49	\$6.49	\$0.00	\$0.00	\$0.00	\$
	2022 Total:	1.899486			\$2,632.69	\$2,632.69	\$0.00	\$0.00	\$0.00	\$
2021	PARMER COUNTY	0.423400	\$138,600	\$138,600	\$586.84	\$586.84	\$0.00	\$0.00	\$0.00	\$
2021	PARMER COUNTY HOSPITAL	0.241600	\$138,600	\$138,600	\$334.86	\$334.86	\$0.00	\$0.00	\$0.00	\$
2021	FM ROAD	0.110000	\$138,600	\$138,600	\$152.46	\$152.46	\$0.00	\$0.00	\$0.00	\$
2021	FRIONA ISD	1.252700	\$138,600	\$138,600	\$1,736.24	\$1,736.24	\$0.00	\$0.00	\$0.00	\$
2021	HIGH PLAINS WATER	0.005100	\$138,600	\$138,600	\$7.07	\$7.07	\$0.00	\$0.00	\$0.00	\$
	2021 Total:	2.032800			\$2,817.47	\$2,817.47	\$0.00	\$0.00	\$0.00	\$
2020	PARMER COUNTY	0.427300	\$138,600	\$138,600	\$592.23	\$592.23	\$0.00	\$0.00	\$0.00	\$

2020	PARMER COUNTY HOSPITAL	0.241600	\$138,600	\$138,600	\$334.86	\$334.86	\$0.00	\$0.00	\$0.00	\$
2020	FM ROAD	0.106400	\$138,600	\$138,600	\$147.47	\$147.47	\$0.00	\$0.00	\$0.00	\$
2020	FRIONA ISD	1.263800	\$138,600	\$138,600	\$1,751.62	\$1,751.62	\$0.00	\$0.00	\$0.00	\$
2020	HIGH PLAINS WATER	0.005500	\$138,600	\$138,600	\$7.62	\$7.62	\$0.00	\$0.00	\$0.00	\$
	2020 Total:	2.044600			\$2,833.80	\$2,833.80	\$0.00	\$0.00	\$0.00	\$
2019	PARMER COUNTY	0.439700	\$138,600	\$138,600	\$609.42	\$609.42	\$0.00	\$0.00	\$0.00	\$
2019	PARMER COUNTY HOSPITAL	0.247000	\$138,600	\$138,600	\$342.34	\$342.34	\$0.00	\$0.00	\$0.00	\$
2019	FM ROAD	0.109500	\$138,600	\$138,600	\$151.77	\$151.77	\$0.00	\$0.00	\$0.00	\$
2019	FRIONA ISD	1.304000	\$138,600	\$138,600	\$1,807.34	\$1,807.34	\$0.00	\$0.00	\$0.00	\$
2019	HIGH PLAINS WATER	0.006300	\$138,600	\$138,600	\$8.73	\$8.73	\$0.00	\$0.00	\$0.00	\$
	2019 Total:	2.106500			\$2,919.60	\$2,919.60	\$0.00	\$0.00	\$0.00	\$
2018	PARMER COUNTY	0.439700	\$138,600	\$138,600	\$609.42	\$609.42	\$0.00	\$0.00	\$0.00	\$
2018	PARMER COUNTY HOSPITAL	0.254500	\$138,600	\$138,600	\$352.74	\$352.74	\$0.00	\$0.00	\$0.00	\$
2018	FM ROAD	0.109500	\$138,600	\$138,600	\$151.77	\$151.77	\$0.00	\$0.00	\$0.00	\$
2018	FRIONA ISD	1.092400	\$138,600	\$138,600	\$1,514.07	\$1,514.07	\$0.00	\$0.00	\$0.00	\$
2018	HIGH PLAINS WATER	0.006700	\$138,600	\$138,600	\$9.29	\$9.29	\$0.00	\$0.00	\$0.00	\$
	2018 Total:	1.902800			\$2,637.29	\$2,637.29	\$0.00	\$0.00	\$0.00	\$
2017	PARMER COUNTY	0.462800	\$138,600	\$138,600	\$641.44	\$641.44	\$0.00	\$0.00	\$0.00	\$
2017	PARMER COUNTY HOSPITAL	0.254500	\$138,600	\$138,600	\$352.74	\$352.74	\$0.00	\$0.00	\$0.00	\$
2017	FM ROAD	0.115300	\$138,600	\$138,600	\$159.81	\$159.81	\$0.00	\$0.00	\$0.00	\$
2017	FRIONA ISD	1.088000	\$138,600	\$138,600	\$1,507.97	\$1,507.97	\$0.00	\$0.00	\$0.00	\$

2017	HIGH PLAINS WATER	0.006900	\$138,600	\$138,600	\$9.56	\$9.56	\$0.00	\$0.00	\$0.00	\$
	2017 Total:	1.927500			\$2,671.52	\$2,671.52	\$0.00	\$0.00	\$0.00	\$
2016	PARMER COUNTY	0.459700	\$138,600	\$138,600	\$637.14	\$637.14	\$0.00	\$0.00	\$0.00	\$
2016	PARMER COUNTY HOSPITAL	0.248500	\$138,600	\$138,600	\$344.42	\$344.42	\$0.00	\$0.00	\$0.00	\$
2016	FM ROAD	0.114600	\$138,600	\$138,600	\$158.84	\$158.84	\$0.00	\$0.00	\$0.00	\$
2016	FRIONA ISD	1.099300	\$138,600	\$138,600	\$1,523.63	\$1,523.63	\$0.00	\$0.00	\$0.00	\$
2016	HIGH PLAINS WATER	0.007500	\$138,600	\$138,600	\$10.40	\$10.40	\$0.00	\$0.00	\$0.00	\$
	2016 Total:	1.929600			\$2,674.43	\$2,674.43	\$0.00	\$0.00	\$0.00	\$
2015	PARMER COUNTY	0.433600	\$138,600	\$138,600	\$466.78	\$466.78	\$0.00	\$0.00	\$0.00	\$
2015	PARMER COUNTY HOSPITAL	0.242900	\$138,600	\$138,600	\$261.49	\$261.49	\$0.00	\$0.00	\$0.00	\$
2015	FM ROAD	0.108000	\$138,600	\$138,600	\$116.27	\$116.27	\$0.00	\$0.00	\$0.00	\$
2015	FRIONA ISD	1.062700	\$138,600	\$138,600	\$1,144.04	\$1,144.04	\$0.00	\$0.00	\$0.00	\$
2015	HIGH PLAINS WATER	0.008026	\$138,600	\$138,600	\$8.64	\$8.64	\$0.00	\$0.00	\$0.00	\$
	2015 Total:	1.855226			\$1,997.22	\$1,997.22	\$0.00	\$0.00	\$0.00	\$
2014	PARMER COUNTY	0.424600	\$138,600	\$138,600	\$588.49	\$588.49	\$0.00	\$0.00	\$0.00	\$
2014	PARMER COUNTY HOSPITAL	0.246000	\$138,600	\$138,600	\$340.96	\$340.96	\$0.00	\$0.00	\$0.00	\$
2014	FM ROAD	0.105000	\$138,600	\$138,600	\$145.53	\$145.53	\$0.00	\$0.00	\$0.00	\$
2014	FRIONA ISD	1.016700	\$138,600	\$138,600	\$1,409.15	\$1,409.15	\$0.00	\$0.00	\$0.00	\$
2014	HIGH PLAINS WATER	0.008026	\$138,600	\$138,600	\$11.12	\$11.12	\$0.00	\$0.00	\$0.00	\$
	2014 Total:	1.800326			\$2,495.25	\$2,495.25	\$0.00	\$0.00	\$0.00	\$
2013	PARMER COUNTY	0.393400	\$362,060	\$362,060	\$1,424.34	\$1,424.34	\$0.00	\$0.00	\$0.00	\$

2013	PARMER COUNTY HOSPITAL	0.263600	\$362,060	\$362,060	\$954.39	\$954.39	\$0.00	\$0.00	\$0.00	\$
2013	FM ROAD	0.097100	\$362,060	\$362,060	\$351.56	\$351.56	\$0.00	\$0.00	\$0.00	\$
2013	FRIONA ISD	1.017000	\$362,060	\$362,060	\$3,682.15	\$3,682.15	\$0.00	\$0.00	\$0.00	\$
2013	HIGH PLAINS WATER	0.008100	\$362,060	\$362,060	\$29.33	\$29.33	\$0.00	\$0.00	\$0.00	\$
	2013 Total:	1.779200			\$6,441.77	\$6,441.77	\$0.00	\$0.00	\$0.00	\$

Map



Property Details

Account		
Property ID:	4639	Geographic ID: 5-HAR-025-000-000
Type:	Real	Zoning:
Property Use:		Condo:
Location		
Situs Address:		
Map ID:		Mapsco:
Legal Description:	HARDING, LOT ALL OF SEC 25, ACRES 255	
Abstract/Subdivision:	SHARD - HARDING	
Neighborhood:	NONE	
Owner		
Owner ID:	224633	
Name:	7M CATTLE FEEDERS INC	
Agent:		
Mailing Address:	%BRIAN MCLANE 824 MULLINS LANE BENTON, KY 42025	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

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Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$1,050,000 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$29,240 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$1,079,240 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$1,079,240 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$1,079,240
Ag Use Value:	\$0

VALUES DISPLAYED ARE 2023 PRELIMINARY VALUES AND ARE SUBJECT TO CHANGE PRIOR TO CERTIFICATION.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: 7M CATTLE FEEDERS INC **%Ownership:** 100.0%

Entity	Description	Tax Rate	Market Value	Taxable Value	Estimated Tax	Freeze Ceiling
CAD	Parmer County Appraisal District	0.000000	\$1,079,240	\$1,079,240	\$0.00	
GPA	PARMER COUNTY	0.402000	\$1,079,240	\$1,079,240	\$4,338.54	
HPC	PARMER COUNTY HOSPITAL	0.194200	\$1,079,240	\$1,079,240	\$2,095.88	
RFM	FM ROAD	0.110000	\$1,079,240	\$1,079,240	\$1,187.16	
SFR	FRIONA ISD	1.188600	\$1,079,240	\$1,079,240	\$12,827.85	
WHP	HIGH PLAINS WATER	0.004686	\$1,079,240	\$1,079,240	\$50.57	

Total Tax Rate: 1.899486

Estimated Taxes With Exemptions: \$20,500.00

Estimated Taxes Without Exemptions: \$20,500.00

Property Improvement - Building

Description: FEEDYARD **Type:** COMMERCIAL **State Code:** F2 **Living Area:** 0.00sqft **Value:** \$1,050,000

Property Land

Type	Description	Acreage	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
NP1	NATIVE PASTURE 1	53.0000	2,308,680.00	0.00	0.00	\$7,950	\$0
NP2	NATIVE PASTURE 2	24.0000	1,045,440.00	0.00	0.00	\$3,120	\$0
NP8	NATIVE PASTURE 8	23.0000	1,001,880.00	0.00	0.00	\$345	\$0
SP	SPECIAL	155.0000	6,751,800.00	0.00	0.00	\$17,825	\$0

Property Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap Loss	Assessed
2024	N/A	N/A	N/A	N/A	N/A	N/A
2023	\$1,050,000	\$29,240	\$0	\$1,079,240	\$0	\$1,079,240
2022	\$840,000	\$29,240	\$0	\$869,240	\$0	\$869,240
2021	\$840,000	\$29,240	\$0	\$869,240	\$0	\$869,240
2020	\$700,000	\$29,240	\$0	\$729,240	\$0	\$729,240
2019	\$1,400,000	\$29,240	\$0	\$1,429,240	\$0	\$1,429,240
2018	\$1,400,000	\$29,240	\$0	\$1,429,240	\$0	\$1,429,240
2017	\$1,400,000	\$29,240	\$0	\$1,429,240	\$0	\$1,429,240
2016	\$1,400,000	\$29,240	\$0	\$1,429,240	\$0	\$1,429,240
2015	\$2,800,000	\$29,240	\$0	\$2,829,240	\$0	\$2,829,240
2014	\$2,800,000	\$29,240	\$0	\$2,829,240	\$0	\$2,829,240
2013	\$1,062,180	\$29,240	\$0	\$1,091,420	\$0	\$1,091,420

Property Deed History

Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Number
8/2/2019	WD	WARRANTY DEED	PARMER COUNTY LAND HOLDINGS LLC	7M CATTLE FEEDERS INC	158	566	61505
3/1/2018	SWD	SPECIAL WARRANTY DEED	PLAINS CAPITAL BANK	PARMER COUNTY LAND HOLDINGS LLC	144	602	59622
6/29/2016	SWD	SPECIAL WARRANTY DEED	HEC FEEDYARD LLC	PLAINS CAPITAL BANK	127	616	57512
5/5/2011	SWD	SPECIAL WARRANTY DEED	TEXZONA FRIONA LLC	HEC FEEDYARD LLC	79	668	50964
7/1/2004	WD	WARRANTY DEED	MONFORT INC	TEXZONA FRIONA LLC	6	621	
	CD	CASH DEED	ASSOCIATED BEEF CITY	MONFORT INC	271	794-800	0
11/19/1997	WD	WARRANTY DEED	WEST PLAINS FEED YARD INC	ASSOCIATED BEEF CITY	261	640	
1/22/1988	OT	Other	TRAVELERS INSURANCE	WEST PLAINS FEED YARD INC	221	42	

10/6/1987	OT	Other	HI PLAINS FEEDYARD INC.	TRAVELERS INSURANCE	219	371	
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Estimated Tax Due

ATTENTION

Indicated amount may not reflect delinquent tax due beyond a 5-year history. Partial payments or contract payments may not be reflected. Quarter payments that are made according to Section 31.031 of the Texas Property Tax Code are not considered delinquent.

PRIOR TO MAKING FULL OR PARTIAL PAYMENTS PLEASE CONTACT OUR OFFICE FOR A CURRENT AMOUNT DUE

WE CANNOT GUARANTEE THE ACCURACY OF THE AMOUNT DUE LISTED BELOW

If Paid:



Year	Taxing Jurisdiction	Tax Rate	Market Value	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount/Penalty & Interest	Attorney Fees
2022	PARMER COUNTY	0.402000	\$869,240	\$869,240	\$3,494.35	\$3,494.35	\$0.00	\$0.00	\$0.00
2022	PARMER COUNTY HOSPITAL	0.194200	\$869,240	\$869,240	\$1,688.06	\$1,688.06	\$0.00	\$0.00	\$0.00
2022	FM ROAD	0.110000	\$869,240	\$869,240	\$956.16	\$956.16	\$0.00	\$0.00	\$0.00
2022	FRIONA ISD	1.188600	\$869,240	\$869,240	\$10,331.79	\$10,331.79	\$0.00	\$0.00	\$0.00
2022	HIGH PLAINS WATER	0.004686	\$869,240	\$869,240	\$40.73	\$40.73	\$0.00	\$0.00	\$0.00
	2022 Total:	1.899486			\$16,511.09	\$16,511.09	\$0.00	\$0.00	\$0.00
2021	PARMER COUNTY	0.423400	\$869,240	\$869,240	\$3,680.36	\$3,680.36	\$0.00	\$0.00	\$0.00
2021	PARMER COUNTY HOSPITAL	0.241600	\$869,240	\$869,240	\$2,100.09	\$2,100.09	\$0.00	\$0.00	\$0.00
2021	FM ROAD	0.110000	\$869,240	\$869,240	\$956.16	\$956.16	\$0.00	\$0.00	\$0.00
2021	FRIONA ISD	1.252700	\$869,240	\$869,240	\$10,888.97	\$10,888.97	\$0.00	\$0.00	\$0.00
2021	HIGH PLAINS WATER	0.005100	\$869,240	\$869,240	\$44.33	\$44.33	\$0.00	\$0.00	\$0.00
	2021 Total:	2.032800			\$17,669.91	\$17,669.91	\$0.00	\$0.00	\$0.00
2020	PARMER COUNTY	0.427300	\$729,240	\$729,240	\$3,116.05	\$3,116.05	\$0.00	\$0.00	\$0.00

2020	PARMER COUNTY HOSPITAL	0.241600	\$729,240	\$729,240	\$1,761.84	\$1,761.84	\$0.00	\$0.00	\$0.00
2020	FM ROAD	0.106400	\$729,240	\$729,240	\$775.91	\$775.91	\$0.00	\$0.00	\$0.00
2020	FRIONA ISD	1.263800	\$729,240	\$729,240	\$9,216.13	\$9,216.13	\$0.00	\$0.00	\$0.00
2020	HIGH PLAINS WATER	0.005500	\$729,240	\$729,240	\$40.11	\$40.11	\$0.00	\$0.00	\$0.00
	2020 Total:	2.044600			\$14,910.04	\$14,910.04	\$0.00	\$0.00	\$0.00
2019	PARMER COUNTY	0.439700	\$1,429,240	\$1,429,240	\$6,284.37	\$6,284.37	\$0.00	\$0.00	\$0.00
2019	PARMER COUNTY HOSPITAL	0.247000	\$1,429,240	\$1,429,240	\$3,530.23	\$3,530.23	\$0.00	\$0.00	\$0.00
2019	FM ROAD	0.109500	\$1,429,240	\$1,429,240	\$1,565.02	\$1,565.02	\$0.00	\$0.00	\$0.00
2019	FRIONA ISD	1.304000	\$1,429,240	\$1,429,240	\$18,637.29	\$18,637.29	\$0.00	\$0.00	\$0.00
2019	HIGH PLAINS WATER	0.006300	\$1,429,240	\$1,429,240	\$90.04	\$90.04	\$0.00	\$0.00	\$0.00
	2019 Total:	2.106500			\$30,106.95	\$30,106.95	\$0.00	\$0.00	\$0.00
2018	PARMER COUNTY	0.439700	\$1,429,240	\$1,429,240	\$6,284.36	\$6,284.36	\$0.00	\$0.00	\$0.00
2018	PARMER COUNTY HOSPITAL	0.254500	\$1,429,240	\$1,429,240	\$3,637.42	\$3,637.42	\$0.00	\$0.00	\$0.00
2018	FM ROAD	0.109500	\$1,429,240	\$1,429,240	\$1,565.02	\$1,565.02	\$0.00	\$0.00	\$0.00
2018	FRIONA ISD	1.092400	\$1,429,240	\$1,429,240	\$15,613.02	\$15,613.02	\$0.00	\$0.00	\$0.00
2018	HIGH PLAINS WATER	0.006700	\$1,429,240	\$1,429,240	\$95.76	\$95.76	\$0.00	\$0.00	\$0.00
	2018 Total:	1.902800			\$27,195.58	\$27,195.58	\$0.00	\$0.00	\$0.00
2017	PARMER COUNTY	0.462800	\$1,429,240	\$1,429,240	\$6,614.52	\$6,614.52	\$0.00	\$0.00	\$0.00
2017	PARMER COUNTY HOSPITAL	0.254500	\$1,429,240	\$1,429,240	\$3,637.41	\$3,637.41	\$0.00	\$0.00	\$0.00
2017	FM ROAD	0.115300	\$1,429,240	\$1,429,240	\$1,647.91	\$1,647.91	\$0.00	\$0.00	\$0.00
2017	FRIONA ISD	1.088000	\$1,429,240	\$1,429,240	\$15,550.14	\$15,550.14	\$0.00	\$0.00	\$0.00

2017	HIGH PLAINS WATER	0.006900	\$1,429,240	\$1,429,240	\$98.62	\$98.62	\$0.00	\$0.00	\$0.00
	2017 Total:	1.927500			\$27,548.60	\$27,548.60	\$0.00	\$0.00	\$0.00
2016	PARMER COUNTY	0.459700	\$1,429,240	\$1,429,240	\$6,570.22	\$6,570.22	\$0.00	\$0.00	\$0.00
2016	PARMER COUNTY HOSPITAL	0.248500	\$1,429,240	\$1,429,240	\$3,551.66	\$3,551.66	\$0.00	\$0.00	\$0.00
2016	FM ROAD	0.114600	\$1,429,240	\$1,429,240	\$1,637.91	\$1,637.91	\$0.00	\$0.00	\$0.00
2016	FRIONA ISD	1.099300	\$1,429,240	\$1,429,240	\$15,711.64	\$15,711.64	\$0.00	\$0.00	\$0.00
2016	HIGH PLAINS WATER	0.007500	\$1,429,240	\$1,429,240	\$107.19	\$107.19	\$0.00	\$0.00	\$0.00
	2016 Total:	1.929600			\$27,578.62	\$27,578.62	\$0.00	\$0.00	\$0.00
2015	PARMER COUNTY	0.433600	\$2,829,240	\$2,829,240	\$9,528.51	\$9,528.51	\$0.00	\$0.00	\$0.00
2015	PARMER COUNTY HOSPITAL	0.242900	\$2,829,240	\$2,829,240	\$5,337.81	\$5,337.81	\$0.00	\$0.00	\$0.00
2015	FM ROAD	0.108000	\$2,829,240	\$2,829,240	\$2,373.34	\$2,373.34	\$0.00	\$0.00	\$0.00
2015	FRIONA ISD	1.062700	\$2,829,240	\$2,829,240	\$23,353.18	\$23,353.18	\$0.00	\$0.00	\$0.00
2015	HIGH PLAINS WATER	0.008026	\$2,829,240	\$2,829,240	\$176.37	\$176.37	\$0.00	\$0.00	\$0.00
	2015 Total:	1.855226			\$40,769.21	\$40,769.21	\$0.00	\$0.00	\$0.00
2014	PARMER COUNTY	0.424600	\$2,829,240	\$2,829,240	\$12,012.96	\$12,012.96	\$0.00	\$0.00	\$0.00
2014	PARMER COUNTY HOSPITAL	0.246000	\$2,829,240	\$2,829,240	\$6,959.93	\$6,959.93	\$0.00	\$0.00	\$0.00
2014	FM ROAD	0.105000	\$2,829,240	\$2,829,240	\$2,970.70	\$2,970.70	\$0.00	\$0.00	\$0.00
2014	FRIONA ISD	1.016700	\$2,829,240	\$2,829,240	\$28,764.89	\$28,764.89	\$0.00	\$0.00	\$0.00
2014	HIGH PLAINS WATER	0.008026	\$2,829,240	\$2,829,240	\$227.07	\$227.07	\$0.00	\$0.00	\$0.00
	2014 Total:	1.800326			\$50,935.55	\$50,935.55	\$0.00	\$0.00	\$0.00
2013	PARMER COUNTY	0.393400	\$1,091,420	\$1,091,420	\$4,293.65	\$4,293.65	\$0.00	\$0.00	\$0.00

2013	PARMER COUNTY HOSPITAL	0.263600	\$1,091,420	\$1,091,420	\$2,876.98	\$2,876.98	\$0.00	\$0.00	\$0.00
2013	FM ROAD	0.097100	\$1,091,420	\$1,091,420	\$1,059.77	\$1,059.77	\$0.00	\$0.00	\$0.00
2013	FRIONA ISD	1.017000	\$1,091,420	\$1,091,420	\$11,099.74	\$11,099.74	\$0.00	\$0.00	\$0.00
2013	HIGH PLAINS WATER	0.008100	\$1,091,420	\$1,091,420	\$88.41	\$88.41	\$0.00	\$0.00	\$0.00
	2013 Total:	1.779200			\$19,418.55	\$19,418.55	\$0.00	\$0.00	\$0.00



May 17, 2023

Kirby Harper
Trans Pecos Real Estate, Inc
120 Pecan Valley Lane
Waxahachie, TX75165

RE: 23-000445-01-01
7M Cattle Feeders, Inc. - Real Estate - Term
na, Friona, TX79035
Agricultural - Agribusiness-Feedlot

This letter, along with the attached "Assignment Summary" will confirm your engagement to prepare a real estate appraisal on the referenced property on behalf of Rabo AgriFinance. This engagement is subject to the specific terms and conditions outlined in the Request for Proposal in RIMS including, but not limited to the comments section and any attached Reference Documents.

The purpose of the valuation is to estimate market value as defined by the Board of Governors of the Federal Reserve System, in accordance with Title XI of FIRREA (1989). FIRREA states the value must "Be based upon the definition of market value set forth in the appraisal regulation. Each appraisal must contain an estimate of market value, as defined by the Agencies' appraisal regulations. The definition of market value assumes that the price is not affected by undue stimulus, which would allow the value of the real property to be increased by favorable financing or seller concessions. Value opinions such as "going concern value," "value in use," or a special value to a specific property user may not be used as market value for federally related transactions. An appraisal may contain separate opinions of such values so long as they are clearly identified and disclosed." Representatives of Rabo AgriFinance may perform an administrative or technical review of the report. Your full cooperation in the review process is deemed to be an integral part of this valuation assignment.

It is mutually agreed that your completed report, in the specified number of copies, will be delivered to the undersigned on or before the date specified below, and that the total fee (including expenses) will not exceed the fee specified below. Unless otherwise agreed and as permitted by applicable law, a late penalty will be assessed at the rate of 2% of the original appraisal fee for each day the report remains outstanding beyond the scheduled delivery date. Rabo AgriFinance reserves the right to reject the report and deny payment for untimely delivery.

Date Appraisal Due: August 1, 2023 **Total Fee:** \$5,500 (inclusive of all expenses)

Appraisals are to be addressed to: **Rabo AgriFinance LLC**, 14767 North Outer 40 Road, Suite 400
Chesterfield, Missouri 63017.

Where applicable, the valuation and report are to be prepared in conformance with the requirements of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA); the Interagency Appraisal and Evaluation Guidelines; the Rabo AgriFinance Appraisal Standards; and the Uniform Standards of Professional Practice (USPAP). The report should include a statement of the exposure time implicit in the value (s).

Rabo AgriFinance reserves the right to provide a copy of the report to the borrower, the borrower's representative, or any third party Rabo AgriFinance may deem appropriate. Further, Rabo AgriFinance reserves the right to terminate this assignment at any time without any further liability or obligation owed to you beyond reasonable payment for expenses incurred and time spent on the project but not to exceed the originally agreed upon fee. If in the judgment of Rabo AgriFinance you have failed to perform in accordance with the terms and conditions set forth in this engagement letter, then you will willfully and knowingly waive your rights to collect only a portion of or no fee for this assignment. You will maintain the confidentiality and privacy of customer information obtained in the course of this assignment in compliance with USPAP and Regulation P, Title V of the Gramm - Leach - Bliley Financial Modernization Act and applicable state law.

The appraiser will include the Replacement Cost New and physical depreciation of all buildings on the subject

ASSIGNMENT SUMMARY

Property Location: na, Friona, TX79035
7M Cattle Feeders - HEC Feedyard Facility - Parner County TX Feedyard No

Intended Use: The intended use of this appraisal is to establish marketability and potential loan and asset recovery thresholds

Intended User: The intended users of this report is Rabo AgriFinance and-or affiliates

Approaches to Value: All applicable approaches

Inspection Requirements: An interior and exterior inspection of the subject property in sufficient detail to determine marketability
Comment: Please discuss any inspection with the property contact

Additional Work Scope: Do NOT complete an inspection of the subject property prior to discussing with the property contact.

The appraisal report should provide both an estimate of fee simple market value and a liquidation value.

The appraisal report should provide both an estimated exposure time and marketing time for each of the two valuation scenarios (market value and liquidation value).

A detailed allocation breakdown of the final reconciled value itemizing land classes/types and improvements is required.

If building improvements are present, photographs of each building improvement are required, regardless of contributory value.

The appraisal report will include as an addenda item a signed copy of the engagement letter.

Appraisal Type: Narrative - or UAAR Form

Report Type: Appraisal Report

<u>Valuation Premise</u>	<u>Premise Qualifier</u>	<u>Property Interest</u>	<u>Comment</u>
Market Value	As-Is	Fee Simple	
Liquidation Value	Orderly Liquidation Value	Fee Simple	

RFP Comments: The legal description has been uploaded to RIMS, and also emailed to the appraiser.

Award Comments: When completed, please upload an electronic copy of your report to <http://www.rimscentral.com> in addition to your instructions for hard-copy report distribution.

Contact Information: Jeff Hanson, Other
Phone: 763-244-7651
Jeff.Hanson@rabo.com

Report Distribution: Deliver reports with original signatures and photographs as indicated below. Additionally, please upload an electronic copy to www.rimscentral.com.

Job Manager Contact: John Keeney

308-293-1713

john.keeney@rabo.com

Appraiser Qualifications

Trans Pecos Real Estate, Inc.



Introduction

Kirby Harper, Owner and President of Trans Pecos Real Estate, Inc., specializes in brokerage services and appraisals of feedyards, grow-yards, dairies, feed mills, cattle and hunting ranches, irrigated and dryland farms, livestock auction facilities, horse training and breeding facilities, and other types of agricultural properties. Kirby Harper has an extensive background and contacts in the agricultural brokerage and appraisal communities, farming and ranching communities, and equine communities. Kirby Harper is dedicated to providing quality and professional services to all of his clients.

Experience

Kirby Harper has 33 years of experience in agricultural, commercial, and residential real estate brokerage and appraisal services. Prior to being in the real estate profession, Kirby Harper was a self-employed farmer and rancher in partnership with his father Roger Harper. The farming and ranching operation included farming cotton, wheat, and milo; running cow-calf pairs and yearlings on native pasture and winter wheat pasture; training and using ranch horses in conjunction with the cattle operation; and operating three grain elevators, a cotton gin, a cotton compress, and a fertilizer and chemical sales and application business. The total land area in operation at the time was approximately 10,000 acres. Kirby Harper was also foreman and trainer for Larry Reeder Cutting Horses in Stephenville, Texas in the early 1980's.

License, Certifications, and Professional Organizations

Texas State General Certified Real Estate Appraiser Number TX-1331201-G
New Mexico State General Certified Real Estate Appraiser Number 03440-G
Colorado State General Certified Real Estate Appraiser Number CG-40042526
Texas Real Estate Broker License Number 0399634
New Mexico Qualifying Real Estate Broker License Number 19375
Georgia Real Estate Brokers License Number 360951
Appraisal Institute SRA Designated Member
American Society of Appraisers Accredited Senior Appraiser Real Property Rural Principal
American Society of Appraisers Accredited Senior Appraiser Real Property Urban Principal
American Society of Appraisers Accredited Senior Appraiser Real Property Residential Principal
Texas Cattle Feeders Association Industry Associate Member
New Mexico Cattle Growers' Association Member
NCHA National Cutting Horse Association Member

Brokerage Services

Individual Buyers and Sellers

Appraisal Client History

Rabo AgriFinance
Rabo Cooperatieve Rabobank U.A.
Equitable AgriFinance
Conterra Ag Lending
Ag Texas Farm Credit
Lone Star Ag Credit
Capital Farm Credit
Wells Fargo Special Ag
Community Banks of Colorado
Met Life
Fort Davis Bank
Trans Pecos Banks
John Hancock Life Farmland Management Services
US Trust, Bank of America, Private Wealth Management
Numerous Private Banks
Attorneys and Individuals





Kirby Harper, SRA, ASA-RP
 Ranch Broker, Appraiser
 432-386-2066, Cell
kirbyha@swbell.net

KIRBY DON HARPER
120 PECAN VALLEY LN
WAXAHACHIE, TX 75165



Certified General Real Estate Appraiser

Appraiser: KIRBY DON HARPER

License #: TX 1331201 G

License Expires: 07/31/2024

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

A handwritten signature in black ink, appearing to read 'Chelsea B.', is positioned above the printed name of the Commissioner.

**Chelsea Buchholtz
Commissioner**

THIS IS TO CERTIFY THAT
Kirby Don Harper
Real Estate Appraisers Board

is licensed / registered by the New Mexico Regulation and Licensing Department
in accordance with provisions of laws in the State of New Mexico

License / Registration No. 03440-G	License / Registration Type General Certified Appraiser
Issue Date 8/12/2015	Expiration Date 4/30/2025

The bearer is prohibited by law from using this identification card to give the
impression that they are in any way connected with a governmental agency

Signature of holder:

Kirby Don Harper
120 Pecan Valley Lane
Waxahachie, TX 75165



NMRLD
NEW MEXICO
REGULATION &
LICENSING DEPARTMENT

State of New Mexico



Real Estate Appraisers Board

HEREBY CERTIFIES THAT

Kirby Don Harper

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF
PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW
IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

General Certified Appraiser

License No. 03440-G

Issued 8/12/2015

Expires 4/30/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW



COLORADO

Department of
Regulatory Agencies

Division of Real Estate

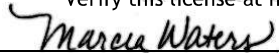
1560 Broadway, Suite 925
Denver, CO 80202-5111

Dear Kirby Don Harper

Congratulations! Below are your electronic wallet cards and a larger wall license to use as proof of your licensure. You may also print your license any time through your Online E-Services account by visiting our homepage at dora.colorado.gov/dre and selecting "Online E-Services" from our "Quick Links".

If you have any questions about your credential, or if you require any additional assistance, please contact our Customer Support Team at (303) 894-2166 or by email at dora_realestate_website@state.co.us.

Kirby Don Harper 120 Pecan Valley Ln Waxahachie, TX 75165-7604	State of Colorado Department of Regulatory Agencies Division of Real Estate Board of Real Estate Appraisers Kirby Don Harper Certified General Appraiser	 License #: CG40042526 Status: Active Expires: 12/31/2024
 Director: Marcia Waters		
For the most up to date information regarding this credential, visit http://dora.colorado.gov/dre		

Colorado Department of Regulatory Agencies Division of Real Estate Kirby Don Harper Certified General Appraiser	
CG40042526	12/24/2022
License Number	Issue Date
Active	12/31/2024
License Status	Expiration
Verify this license at http://dora.colorado.gov/dre	
 Director: Marcia Waters	 Licensee Signature

