

**Solitaire Homes of Lubbock**

**1611 N. University Ave.**

**Lubbock, TX 79415**

**806-744-0991**

**SLS707-01@cavco.com**

# Earnest Money Contract

In this contract the words **I**, **ME** and **MY** refer to the Buyer and Co-Buyer signing this contract. The words **YOU** and **YOUR** refer to the Dealer/Retailer/Seller. Subject to the terms and conditions in the Warranties and Notices, you agree to sell and I agree to purchase the following described unit.

BUYER(S) Wolfforth Fire Department c/o Barrett  
 ADDRESS 302 main st. Wolfforth, Tx 79382  
 DELIVERY ADDRESS TBD. Wolfforth, TX 79382  
 DELIVERY COUNTY Lubbock PHONE (806)548-1377  
 SALESPERSON Scott Smith SALESPERSON LICENSE # MHSLSP00048651

<b>F. Pricing Itemization:</b>		<input type="checkbox"/> FINANCED	<input checked="" type="checkbox"/> CASH
BASE CASH PRICE			\$130,000.00
TAXABLE OPTIONS / IMPROVEMENTS			
TAXABLE SUB-TOTAL			\$130,000.00
NON-TAXABLE OPTIONS/ IMPROVEMENTS			
TOTAL BASE PRICE			\$130,000.00
INVENTORY TAX			\$196.73
SALES TAX (If not included above)			
FEES			\$155.00
TOTAL HOME VALUE (Insurance Value)			\$130,351.73
INSURANCE (TERM: _____ Months)			
EXTENDED SERVICE CONTRACT			INC
LENDER PREPAID FINANCE CHARGES		N/A	\$0.00
TOTAL CASH PRICE			\$130,351.73
TRADE-IN ALLOWANCE			
LESS BAL. DUE ON ABOVE			
NET ALLOWANCE			
DEPOSIT (*)		\$1,000.00	
ADDITIONAL CASH DUE BY:			
OTHER DOWN PAYMENT:			
REFUNDABLE DEPOSIT			
LESS TOTAL CREDITS			\$1,000.00
LOAN AMOUNT (including points)			\$129,351.73
LESS LENDER PREPAID FINANCE CHARGES		N/A	\$0.00
UNPAID BALANCE OF CASH SALES PRICE			\$129,351.73

### A. Manufactured Home:

NEW  USED -- IF 'NEW':  STOCK  SPECIAL ORDER

Solitaire Elliott Manufactured Homes 650EM28603A 2024 163763 3 2  
 MANUFACTURER MODEL YEAR STOCK NUMBER # BEDRMS # SECTIONS

LABEL DECAL NUMBERS	ID OR SERIAL NUMBERS	SIZE (Excluding Hitch)
NTA2209261	SLT6500K23-10155A	14 X 60
NTA2209262	SLT6500K23-10155B	14 X 60
		0 X 0
		0 X 0

PROPOSED DELIVERY DATE \_\_\_\_\_

Insulation Information:	LOCATION	R-VALUE	THICKNESS	TYPE OF INSULATION
THIS INSULATION INFORMATION WAS FURNISHED BY THE MANUFACTURER AND IS DISCLOSED IN COMPLIANCE WITH THE FEDERAL TRADE COMMISSION RULE 16CFR, SECTION 460.16.	CEILING	30.00	10	
	EXTERIOR	19.00	5.5	
	FLOORS	22.00	7	

### B. Contract Options:

See attached Contract Options pages for specific optional equipment.

### C. Lender Information:

Loan Type:  Chattel  Mortgage (Land/Home)

### D. Trade-In:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_  
 Serial # \_\_\_\_\_ Bedrooms: \_\_\_\_\_ Size: \_\_\_\_\_  
 Title # \_\_\_\_\_ Color: \_\_\_\_\_  
 Lien Holder: \_\_\_\_\_ Payoff Amount: \_\_\_\_\_  
 TRADE-IN DEBT TO BE PAID BY:  BUYER  SELLER  
 I/We represent and warrant that good and marketable title to the trade-in described will be delivered to Seller at closing, that the trade-in is free from all liens or encumbrances except as set forth, and that all taxes levied against the trade-in have been paid.

### E. Remarks and Notices:

If this contract requires the ordering of services which include, but are not limited to, an appraisal title search, survey, perc test, permits, site inspections, and soil test, I/we agree to pay for such services by having them withheld from my/our deposit. I/we understand that once such services have been ordered, payment for them are non-refundable.

\_\_\_\_\_ Initial \_\_\_\_\_ Initial

**Right of Rescission:** This earnest money contract may be rescinded no later than the **THIRD (3rd) DAY** after the date that this contract is signed without penalty or charge by notifying \_\_\_\_\_ at \_\_\_\_\_ 1611 N. University, Lubbock, TX 79415 by mail or telegram sent no later than midnight of third (3rd) day following the contract date.

### G. Additional Information:

During extraordinary times caused by natural disasters such as hurricanes, or other strains on the economy such as pandemics, the demand for the materials used in the construction of manufactured and modular homes may cause price increases which are beyond the control of the manufacturer or of Palm Harbor Villages, Inc. (PHV). Therefore, under the terms of this Earnest Money contract (the "Contract"), PHV reserves the right to increase the price of the home based on any surcharges for materials it receives from the manufacturer. Customer will receive thirty (30) days advance notice of any such increase, and at the customer's option, for this reason and only this reason, this Contract may be canceled.

The surety bond # below applies to this transaction in the following manner: The bond is issued to the Texas Manufactured Homeowners' Recovery Fund (the "Fund"), a fund described in the Texas Manufactured Housing Standards Act (Tex. Occ. Code, Chapter 1201) and administered by the Director. If the Fund makes a payment to a consumer, the Fund will seek to recover under the surety bond. The obligation of the Fund to compensate a consumer for damages subject to reimbursement by the Fund is independent of the Fund's right or ability to recover from the bond # below, but recoveries on surety bonds are an important part of the Fund's ability to maintain sufficient assets to compensate consumers. There can be no assurance that the Fund will have sufficient assets to compensate a consumer for a covered claim. Assuming it has sufficient assets to compensate a consumer for a covered claim, the liability of the Fund is limited to actual damages, not to exceed \$35,000.

THIS CONTRACT IS SUBJECT TO ARBITRATION AND IS THE FULL AND COMPLETE CONTRACT. THIS AGREEMENT CONTAINS THE ENTIRE UNDERSTANDING BETWEEN YOU AND ME. NO OTHER REPRESENTATION OR INDUCEMENT SPOKEN OR WRITTEN HAS BEEN MADE WHICH IS NOT CONTAINED IN THE CONTRACT. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. YOU ARE ENTITLED TO A COPY OF THE CONTRACT YOU SIGN.

\* I/We received the Texas disclosure titled "Making an informed decision about buying a Manufactured Home" prior to completing a credit application or more than 1 day before signing this agreement.  
 \* If my/our type of loan is Chattel (Home Only), I/We acknowledge receipt of this offer 24 hours prior to signing this contract.  
 I/We understand all pages of this contract and understand that the Earnest Money Contract is fully executed and binding when signed by Palm Harbor Homes and me/us.

Solitaire Homes MHDRET00032802 BUYER SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_  
 Retailer Retailer License # Surety Bond # Birthdate: 10/11/1975 Driver's License # & State: Tx 1553548  
 Offered By: Scott Smith Offer Date: 9-17-24 CO-BUYER SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name: Scott Smith License #: 48651 Birthdate: \_\_\_\_\_ Driver's License # & State: \_\_\_\_\_

This is NOT a Palm Harbor Home. Includes the Manufacturer's Limited New Home Warranty (if applicable). Buyer is to contact manufacturer for warranty service.

- \* Delivered, set-up, and tied down to state code, if services are included in your contract.
- \* Buyer has not been given or guaranteed a move-in date. Buyer is responsible for all temporary living arrangements prior to move-in.
- \* Purchase of home does not include Furniture, Light Bulbs, or Décor items, unless specifically listed on this contract.
- \* The Retailer retains all wheels, axles, and tires.
- \* The Buyer has 72 hours after delivery of the contract to accept the proposed offer or the seller may withdraw the offer.
- \* Once the initial agreement is accepted, the buyer has 60 days from the date of the agreement to close or The Retailer can exercise the right to void the contract or change the price of the home due to increase cost in materials.
- \* NO GAS, ELECTRIC, WATER, SEWER HOOK-UPS or INSTALLATION OF AIR CONDITIONER DISCONNECT BOX will be provided unless otherwise specifically provided for in this contract.
- \* Existing water and sewer hook-up facilities are only provided up to 30 feet, ONLY if this service is specifically provided for in this contract.
- \* Customer is responsible for obtaining all permits unless otherwise specified in writing in this contract.

Note: All items included in Total Base Price must be listed as taxable / non-taxable options and must show the person / company that is to provide the option/service and include where you may contact them and their license if applicable. Items listed here that are not included in the Base Cash Price will be noted as "included" in the price column.

**CONTRACT OPTIONS**

BUYER(S): Lance Barrett / Wolfarth Fire Dept

<i>Taxable Options</i>	PRICE
You are special ordering a home, you are required to sign & initial the final order confirmation and or plus minus sheet prior to home going on line.	
It is the customer's responsibility to verify and confirm the home order is correct prior to releasing the home for build.	
Factory adheres to a continuous improvement process, therefore plans, dimensions, features and material specifications are subject to change without notice or obligation.	
Smart panelskirting, installed & painted to match body of home, <u>provided by M&amp;M Mobile Home Service</u>	
Standard block & level to state requirements, includes anchor system approved by state & 2 temporary steps provided by: M&M Mobile Home Service	
AC unit with installation, provided by: JC Refrigeration 806-744-9855	
5 yr. Peace of mind protections plan, provided by: Home Care Plus: 1899 Tate Blvd. SE – Suite 2110 Hickory, NC. 28602 (1-866-405-3242)	
12 yr limited Structural Warranty by : MHWC	
All Appliances are included in the sale unless otherwise noted at close	
Standard Un-Interrupted delivery by: Diamond Homes	
Notice to Homeowner(s) multi-section homes require an (Interior Trim Out) this can take up to 21 business days.	
During this time you are unable to move into your home.	
This is an estimate and subject to change based on availability of Factory T echnicians.	
Please make necessary arrangements in the event this time line is affected.	
It is our goal to meet or exceed your expectations by completing your home in this t ime frame.	
Warranty coordinated by plant *customer has 90days to make a one-time list:EMAIL TO GM	
THE FOLLOWING ITEMS ARE NOT INCLUDED IN PURCHASE PRICE AND ARE BUYERS RESPONSIBILITY	
<b>UNLESS NOTED IN THIS CONTRACT:</b>	
Sife prep for home placement, negative drainage, skirting and all utility hook ups: (i.e. water, electric & sewer)	
*****NO OTHER WORK IS ASSUMED OR IMPLIED BEYOND THIS WRITTEN CONTRACT*****	
TOTAL TAXABLE OPTIONS (Balance carried to page 1)	

Initials: RL Date: 8-22-14 Initials: \_\_\_\_\_ Date: \_\_\_\_\_

This sales transaction has involved significant negotiations between Seller and Buyer(s). The Buyer(s) acknowledge and agree that this contract supersedes (completely replaces) all prior contracts regarding this sale, if any, which Seller and Buyer(s) have signed prior to this date.

## INVITATION FOR BIDS

The City of Wolfforth, Texas will receive bids for the purchase of an approximately 30' x 60' manufactured home until 2:00 pm on the 30th day of September, 2024, at Wolfforth City Hall, 302 Main Street, Wolfforth, Texas, 79382, mailing address: City of Wolfforth, PO Box 36, Wolfforth, TX, 79382, at which time and place all bids received will be publicly opened and read aloud.

Bids are invited for the following:

One, approximately 30' x 60' manufactured home, delivered and set up. The home must be from a factory authorized dealer of the said manufacturer. All manufactured housing units shall conform to the State of Texas standards for manufactured housing: anchorage, tie downs, and blocking. Delivery must be made no later than 30 days after acceptance of the bid. Delivery and set up will be at Wolfforth Fire EMS, 306 Main Street, Wolfforth, TX 79382. Transportation and installation must conform to the City of Wolfforth Code of Ordinances and with all Federal and State Laws and Rules regarding manufactured housing.

Bids should include a description of the proposed manufactured home including the name of the manufacturer, model, dimensions, and a specification list addressing the items listed below.

Home should meet or exceed the following specifications:

1. 3-bedroom, 2 full bathrooms.
2. Approximately 1600 square feet.
3. Setup to include but not limited to:
  - a. Smart panel skirting installed and painted to match.
  - b. Standard block and level to state of Texas requirements
  - c. State of Texas approved anchor system
  - d. (1) temporary access step for rear entry / exit installed.
  - e. (1) ADA approved access step for front entry / exit installed.
  - f. Air conditioning unit with installation.
  - g. Interior trim out.
4. 5-year protection plan.
5. 12-year limited structural warranty.
6. Exterior construction features:
  - a. LP smart panel siding with 50-year limited warranty.
  - b. Vinyl framed; ENERGY STAR certified dual glazed Low-E windows.
  - c. 12-inch residential eaves.
  - d. 2x6x16" on center exterior walls.
  - e. 19/32" plywood floor decking.
  - f. 40-gallon electric dual element water heater.
  - g. Metal roofing.
  - h. Standard dormer.
  - i. 8-foot walls and ceiling.
  - j. 3:12 roof pitch 28-foot wides and 2.75:12 32-foot wides.
  - k. 2x6" floor joists 16" on center.
  - l. Full length engineered plywood ridge beam.
  - m. R-30 ceiling insulation, R-11 floor insulation, R-19 wall insulation.

- n. Residential type PEX tubing for water lines.
  - o. Front door- residential sized in swing with dead bolts.
  - p. Rear door – 34” 9 lite out swing.
  - q. Exterior outlet x 1.
  - r. Central floor registers on R-7 wrapped duct system.
  - s. Full length outriggers/cross members every 8’ full length of home.
7. Interior / Design
- a. ½” sheetrock, tape and textured throughout.
  - b. Stained solid ash wood cabinets with flat panel doors.
  - c. Laminate countertops and 4” laminate backsplash in baths.
  - d. Ceramic tiles for kitchen backsplash.
  - e. Frigidaire 30” freestanding range.
  - f. Frigidaire 18 cubic feet refrigerator ice maker ready.
  - g. Frigidaire 24” dishwasher.
  - h. Square corners with two coats of latex paint.
  - i. Electric down flow furnace.
  - j. Kitchen island.
  - k. 18oz. nylon carpeting installed with tack strip.
  - l. Metal faucets.
  - m. Whole house water shutoff valve.
  - n. Stainless steel 6-inch-deep kitchen sink.

Contract documents are available at the office of the Wolfforth Fire EMS Department, 306 Main Street, Wolfforth, TX 79382, 806-855-4135. Questions concerning the bids shall be addressed to Mr. Lance Barrett, Wolfforth Fire Chief, 806-855-4135.

The bid is for a lump sum.

The City of Wolfforth reserves the right to reject any and all bids or to waive any formalities in the bidding process.

Bids may be held by the City of Wolfforth for a period not to exceed thirty (30) days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders’ qualifications prior to awarding the contract.

City of Wolfforth

Charles Addington II, Mayor

Date

**SOLITAIRE™**  
HOMES

A CAVCO COMPANY

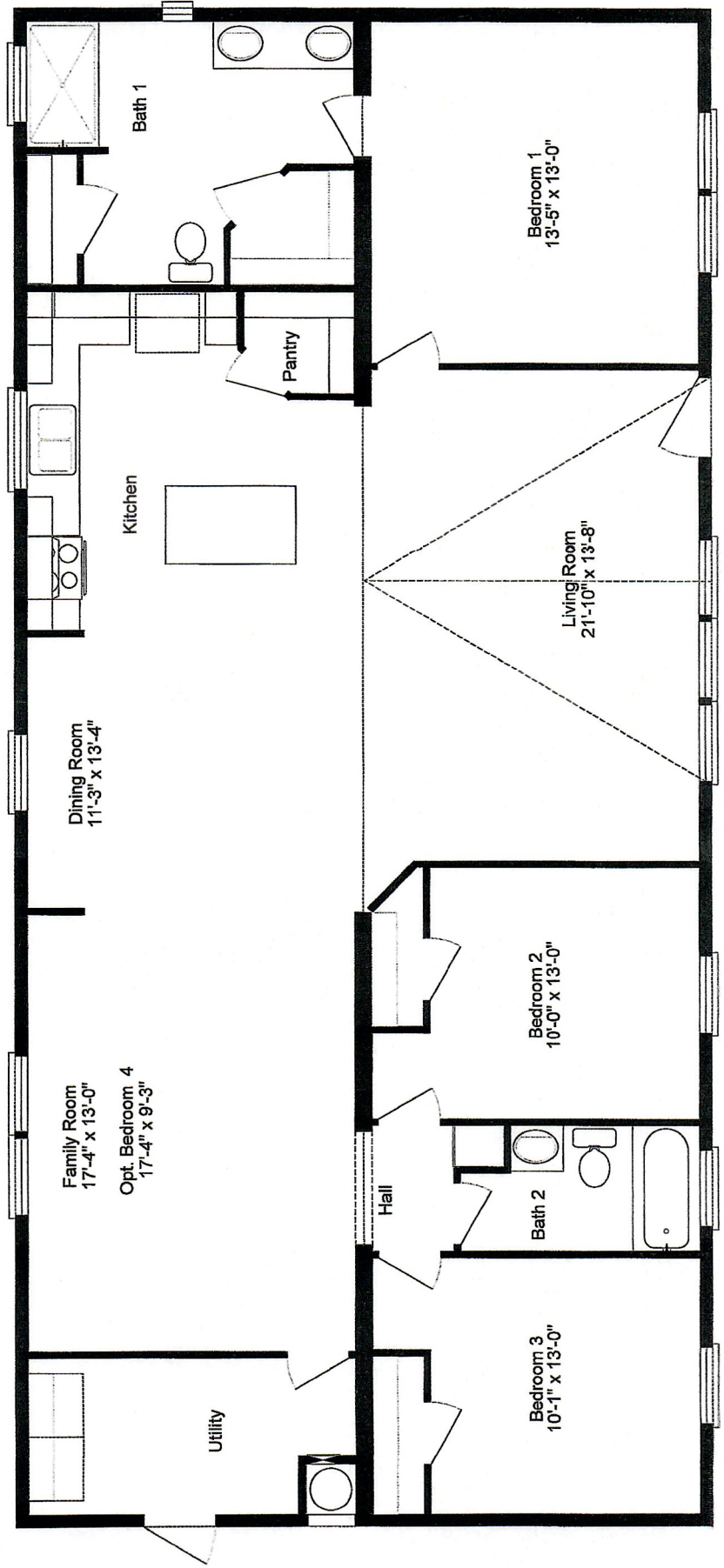
Model E2860

EMERALD SERIES

28' X 60'

**Tape & Texture Throughout  
& Solid Ash Wood Cabinets**

**3 BED • 2 BATH • 1,600 SQFT**



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  - d. 2x6x16" on center exterior walls.
  - e. 19/32" plywood floor decking.
  - f. 40-gallon electric dual element water heater.
  - g. Metal roofing.
  - h. Standard dormer.
  - i. 8-foot walls and ceiling.
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I/We understand all pages of this contract and understand that the Earnest Money Contract is fully executed and binding when signed by Palm Harbor Homes and me/us.

Solitaire Homes MHDRET00032802 BUYER SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_  
Retailer Retailer License # Surety Bond # Birthdate: 10/11/1975 Driver's License # & State: Tx 1553548  
Not a Valid Offer Unless Signed by the General Manager of the Sales Center Identified Above  
Offered By: Scott Smith Offer Date: 9.17.24 CO-BUYER SIGNATURE: \_\_\_\_\_ Date \_\_\_\_\_  
Printed Name: Scott Smith License #: 48651 Birthdate: \_\_\_\_\_ Driver's License # & State: \_\_\_\_\_

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### CONTRACT OPTIONS

BUYER(S): Lance Berrett / Wolfarth Fire Dept

Taxable Options	PRICE
You are special ordering a home, you are required to sign & initial the final order confirmation and or plus minus sheet prior to home going on line.	
It is the customer's responsibility to verify and confirm the home order is correct prior to releasing the home for build.	
Factory adheres to a continuous improvement process, therefore plans, dimensions, features and material specifications are subject to change without notice or obligation.	
Smart panelskirting, installed & painted to match body of home, provided by M&M Mobile Home Service	
Standard block & level to state requirements, includes anchor system approved by state & 2 temporary steps provided by: M&M Mobile Home Service	
AC unit with installation, provided by: JC Refrigeration 806-744-9855	
5 yr. Peace of mind protections plan, provided by: Home Care Plus: 1899 Tate Blvd. SE -- Suite 2110 Hickory, NC. 28602 (1-866-405-3242)	
12 yr limited Structural Warranty by : MHWC	
All Appliances are included in the sale unless otherwise noted at close	
Standard Un-Interrupted delivery by: Diamond Homes	
Notice to Homeowner(s) multi-section homes require an (Interior Trim Out) this can take up to 21 business days.	
During this time you are unable to move into your home.	
This is an estimate and subject to change based on availability of Factory Technicians.	
Please make necessary arrangements in the event this time line is affected.	
It is our goal to meet or exceed your expectations by completing your home in this time frame.	
Warranty coordinated by plant *customer has 90days to make a one-time list: EMAIL TO GM	
THE FOLLOWING ITEMS ARE NOT INCLUDED IN PURCHASE PRICE AND ARE BUYERS RESPONSIBILITY	
<b>UNLESS NOTED IN THIS CONTRACT:</b>	
Site prep for home placement, negative drainage, skirting and all utility hook ups: (i.e. water, electric & sewer)	
*****NO OTHER WORK IS ASSUMED OR IMPLIED BEYOND THIS WRITTEN CONTRACT*****	
<b>TOTAL TAXABLE OPTIONS (Balance carried to page 1)</b>	

Initials: RC Date: 8-22-14 Initials: \_\_\_\_\_ Date: \_\_\_\_\_

This sales transaction has involved significant negotiations between Seller and Buyer(s). The Buyer(s) acknowledge and agree that this contract supersedes (completely replaces) all prior contracts regarding this sale, if any, which Seller and Buyer(s) have signed prior to this date.

**SOLITAIRE**  
HOMES

A **CAVCO** COMPANY

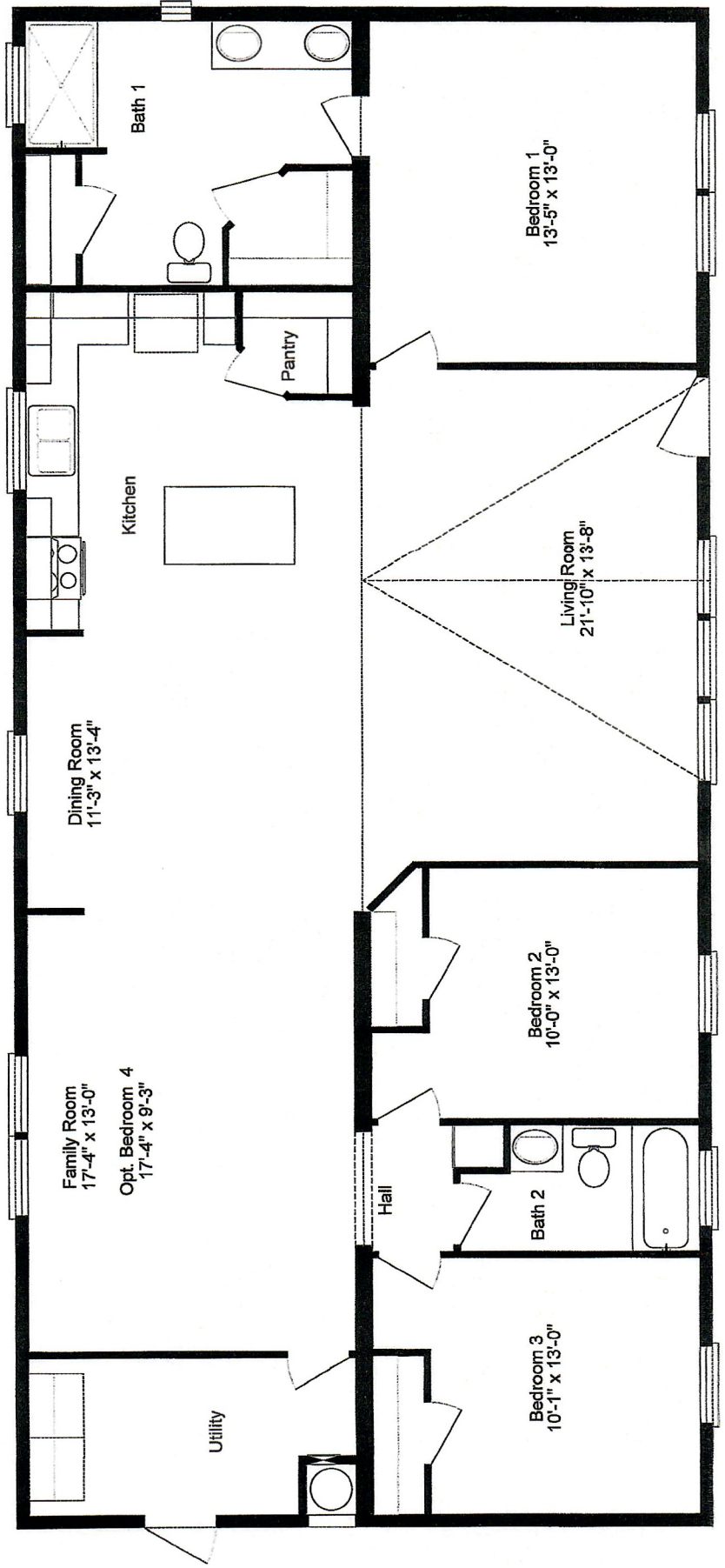
Model E2860

EMERALD SERIES

28' X 60'

# Tape & Texture Throughout & Solid Ash Wood Cabinets

3 BED • 2 BATH • 1,600 SQFT



**SOLITAIRE™**  
HOMES

A CAVCO COMPANY

Model E2860

EMERALD SERIES

28' X 60'

3 BED • 2 BATH • 1,600 SQFT

## Exterior/Construction

- ▶ LP smart panel siding w/50-year limited warranty
- ▶ Vinyl framed, ENERGY STAR certified dual glazed Low-E windows
- ▶ 12" residential eaves
- ▶ 2x6 16" OC exterior wall
- ▶ 19/32" plywood floor decking
- ▶ 40-gallon electric dual element water heater
- ▶ 3-Tab 25-Year asphalt shingles
- ▶ Standard dormer
- ▶ 8' walls w/flat ceiling height
- ▶ 3:12 roof pitch 28' wides and 2.75:12 32' wides
- ▶ 2x6 floor joists - 16" OC
- ▶ Full-length engineered plywood ridge beam
- ▶ R-30 ceiling insulation, R-11 floor insulation, R-19 wall insulation
- ▶ Residential type PEX Tubing for Water Lines
- ▶ Front door – residential sized in-swing w/ deadbolts
- ▶ Rear door – 34" 9 lite out swing
- ▶ Exterior light at front & rear door
- ▶ Exterior Outlet (1)
- ▶ Central Floor Registers on R-7 wrapped duct system

## Interior/Design

- ▶ ½" Sheetrock walls, tape and textured
- ▶ Stained solid Ash wood cabinets w/flat panel doors
- ▶ Laminate countertops and 4" laminate backsplash in baths - ceramic tile in kitchen
- ▶ Frigidaire 30" freestanding range (Gas or Electric, Black)
- ▶ Frigidaire 18 CF refrigerator (Black) Ice maker ready
- ▶ Frigidaire 24" dishwasher (Black)
- ▶ (Square Corners) w/two coats of latex paint
- ▶ Gas or electric down flow furnace
- ▶ Kitchen island (model specific)
- ▶ 18 oz. nylon carpeting installed with tack strip
- ▶ Metal faucets
- ▶ Whole house water shutoff valve
- ▶ Stainless steel 6" deep kitchen sink