



# TEXAS ASSOCIATION OF REALTORS® SELLER'S DISCLOSURE NOTICE

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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT 406 Moonlight Dr  
Corsicana, TX 75109

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller X is    is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?  
   or    never occupied the Property

## Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

*This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.*

Item	Y	N	U
Cable TV Wiring		X	
Carbon Monoxide Det.	Y		
Ceiling Fans	Y		
Cooktop	Y		
Dishwasher	Y		
Disposal	Y		
Emergency Escape Ladder(s)	Y		
Exhaust Fans	Y		
Fences		N	
Fire Detection Equip.	Y		
French Drain	Y		
Gas Fixtures	Y		
Natural Gas Lines		N	

Item	Y	N	U
Liquid Propane Gas:	Y		
-LP Community (Captive)		N	
-LP on Property	Y		
Hot Tub		N	
Intercom System		N	
Microwave	Y		
Outdoor Grill		N	
Patio/Decking	Y		
Plumbing System	Y		
Pool		N	
Pool Equipment		N	
Pool Maint. Accessories		N	
Pool Heater		N	

Item	Y	N	U
Pump: sump grinder		N	
Rain Gutters	Y		
Range/Stove		N	
Roof/Attic Vents	Y		
Sauna		N	
Smoke Detector	Y		
Smoke Detector - Hearing Impaired		N	
Spa		N	
Trash Compactor		N	
TV Antenna		N	
Washer/Dryer Hookup	Y		
Window Screens		N	
Public Sewer System		N	

Item	Y	N	U	Additional Information
Central A/C	Y			X electric gas number of units: <u>3</u>
Evaporative Coolers		N		number of units: <u>  </u>
Wall/Window AC Units		N		number of units: <u>  </u>
Attic Fan(s)		N		if yes, describe: <u>  </u>
Central Heat	Y			electric gas number of units: <u>  </u>
Other Heat		N		if yes, describe: <u>  </u>
Oven	Y			number of ovens: <u>2</u> electric X gas other: <u>  </u>
Fireplace & Chimney	X			wood gas logs mock other: <u>  </u>
Carport		N		attached not attached
Garage	Y			X attached not attached
Garage Door Openers	Y			number of units: <u>2</u> number of remotes: <u>2</u>
Satellite Dish & Controls	Y			owned lease from: <u>Dish</u>
Security System	Y			owned lease from: <u>  </u>
Water Heater	X			X electric gas other: <u>  </u> number of units: <u>2</u>
Water Softener		N		owned lease from: <u>  </u>
Underground Lawn Sprinkler	Y			X automatic manual areas covered: <u>Front, Back, Flowerbed</u>
Septic / On-Site Sewer Facility	Y			if yes, attach Information About On-Site Sewer Facility (TAR-1407)

(TAR-1406) 01-01-16

Initiated by: Buyer:    and Seller: NBB, BB

Re/Max of Corsicana & RE/MAX LakeSide Dreams, 2705 SE County Road 3110 Corsicana, TX 75109  
Julie Teel

Phone: 903.654-3970

Fax: 903.874.3760

Page 1 of 5

406 Moonlight Dr -

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Concerning the Property at \_\_\_\_\_

Water supply provided by: \_\_\_ city \_\_\_ well \_\_\_ MUD \_\_\_ co-op \_\_\_ unknown \_\_\_ other: MEN Water Supply Corp.  
Was the Property built before 1978? \_\_\_ yes X no \_\_\_ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Composit EIK Prestige II 30yr Age: 14 years (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? \_\_\_ yes X no \_\_\_ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? \_\_\_ yes N no If yes, describe (attach additional sheets if necessary): \_\_\_\_\_

**Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Item	Y	N
Basement		<u>N</u>
Ceilings		<u>N</u>
Doors		<u>N</u>
Driveways		<u>N</u>
Electrical Systems		<u>N</u>
Exterior Walls		<u>N</u>

Item	Y	N
Floors		<u>N</u>
Foundation / Slab(s)		<u>N</u>
Interior Walls		<u>N</u>
Lighting Fixtures		<u>N</u>
Plumbing Systems		<u>N</u>
Roof		<u>N</u>

Item	Y	N
Sidewalks		<u>N</u>
Walls / Fences		<u>N</u>
Windows	<u>Y</u>	
Other Structural Components		<u>N</u>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary):

Four windows have failed Seals and arrangements have been made to replace

**Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)**

Condition	Y	N
Aluminum Wiring		<u>N</u>
Asbestos Components		<u>N</u>
Diseased Trees: <u>oak wilt</u>		<u>N</u>
Endangered Species/Habitat on Property		<u>N</u>
Fault Lines		<u>N</u>
Hazardous or Toxic Waste		<u>N</u>
Improper Drainage		<u>N</u>
Intermittent or Weather Springs		<u>N</u>
Landfill		<u>N</u>
Lead-Based Paint or Lead-Based Pt. Hazards		<u>N</u>
Encroachments onto the Property	<u>Y</u>	
Improvements encroaching on others' property		<u>N</u>
Located in 100-year Floodplain		<u>N</u>
Located in Floodway		<u>N</u>
Present Flood Ins. Coverage (If yes, attach TAR-1414)		<u>N</u>
Previous Flooding into the Structures		<u>N</u>
Previous Flooding onto the Property		<u>N</u>
Located in Historic District		<u>N</u>
Historic Property Designation		<u>N</u>
Previous Use of Premises for Manufacture of Methamphetamine		<u>N</u>

Condition	Y	N
Previous Foundation Repairs		<u>N</u>
Previous Roof Repairs		<u>N</u>
Other Structural Repairs		<u>N</u>
Radon Gas		<u>N</u>
Settling		<u>N</u>
Soil Movement		<u>N</u>
Subsurface Structure or Pits		<u>N</u>
Underground Storage Tanks		<u>N</u>
Unplatted Easements		<u>N</u>
Unrecorded Easements		<u>N</u>
Urea-formaldehyde Insulation		<u>N</u>
Water Penetration		<u>N</u>
Wetlands on Property		<u>N</u>
Wood Rot		<u>N</u>
Active infestation of termites or other wood destroying insects (WDI)		<u>N</u>
Previous treatment for termites or WDI		<u>N</u>
Previous termite or WDI damage repaired		<u>N</u>
Previous Fires		<u>N</u>
Termite or WDI damage needing repair		<u>N</u>
Single Blockable Main Drain in Pool/Hot Tub/Spa*		<u>N</u>

Concerning the Property at \_\_\_\_\_

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary):

Encroachment on Property Survey Shows small area of Lot 33 Driveway to the NE encroaches Three and Two Thirds Inches (see Attached Survey)

Easement: See attached Driveway Agreement

\*A single blockable main drain may cause a suction entrapment hazard for an individual.

**Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice?** ☐ yes ☒ no If yes, explain (attach additional sheets if necessary): \_\_\_\_\_

**Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)**

☒ Y ☒ N

Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.

☒ Y ☐ N

Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: Starcrest Estates Homeowners Assoc, Inc.

Manager's name: Mark Buchy Phone: 253-678-7161

Fees or assessments are: \$ 500 per year and are: ☒ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ \_\_\_\_\_) ☒ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☒ Y ☐ N

Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following: Boat ramp, dock, Entrance Gate

Any optional user fees for common facilities charged? ☐ yes ☒ no If yes, describe: \_\_\_\_\_

☐ Y ☒ N

Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☐ Y ☒ N

Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

☐ Y ☒ N

Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☐ Y ☒ N

Any condition on the Property which materially affects the health or safety of an individual.

☐ Y ☒ N

Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

☐ Y ☒ N

Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

☐ Y ☒ N

The Property is located in a propane gas system service area owned by a propane distribution system retailer.

☐ Y ☒ N

Any portion of the Property that is located in a groundwater conservation district or a subsidence district.



**406 Moonlight Dr  
Corsicana, TX 75109**

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): Home owners boat Dock, Boat Ramp, Front Entrance Gate

**Section 6. Seller Y has has not attached a survey of the Property.**

**Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections?**    yes    no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

*Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.*

**Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:**

☐ Homestead                      ☐ Senior Citizen                      ☐ Disabled  
☐ Wildlife Management                      ☐ Agricultural                      ☐ Disabled Veteran  
☐ Other: \_\_\_\_\_                      ☐ Unknown

**Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider?**      yes      no

**Section 10.** Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made?    yes N no If yes, explain:

**Section 11. Does the property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?\*** ☒ unknown ☐ no ☐ yes. If no or unknown, explain.  
(Attach additional sheets if necessary):

*\*Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

*A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.*

Concerning the Property at \_\_\_\_\_

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

<u>Neil B. Barstow</u>	<u>6/29/2017</u>	<u>Belinda Barstow</u>	<u>6/29/2017</u>
Signature of Seller	Date	Signature of Seller	Date
Printed Name: <u>Neil B. Barstow</u>		Printed Name: <u>Belinda Barstow</u>	

**ADDITIONAL NOTICES TO BUYER:**

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit [www.txdps.state.tx.us](http://www.txdps.state.tx.us). For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (4) The following providers currently provide service to the property:

Electric: Navarro Co Co-op Electric  
Sewer: NA  
Water: MEN  
Cable: NA  
Trash: Thomas Disposal  
Natural Gas: NA  
Phone Company: ATT  
Propane: Nelson Propane

phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: 903-874-5413  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_  
phone #: \_\_\_\_\_

- (5) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer	Date	Signature of Buyer	Date
Printed Name: _____		Printed Name: _____	



## SHARED DRIVEWAY AGREEMENT

Date: July \_\_\_\_\_, 2003

December 15, 2005

**Owner:** Neil Barstow and wife, Belinda Barstow

**Owner's Mailing Address:**

P.O. Box 1516  
Corsicana, Texas 75151

**Neighbor:** Roland Freed and wife, Candace Freed

**Neighbor's Mailing Address:**

404 Moonlight Drive  
Corsicana, Texas 75109

**Owner's Property:** All that certain lot, tract or parcel of land being Lot Thirty-Four (34), in STARCREST ESTATES in Navarro County, Texas, according to the plat thereof recorded in Volume 7, Page 23, of the Plat Records of Navarro County, Texas, hereinafter referred to as **Tract A**.

**Neighbor's Property:** All that certain lot, tract or parcel of land being Lot Thirty-Five (35), in STARCREST ESTATES in Navarro County, Texas, according to the plat thereof recorded in Volume 7, Page 23, of the Plat Records of Navarro County, Texas, hereinafter referred to as **Tract B**.

**Agreement Purpose:** Owner and Neighbor hereby agree to share that certain driveway (the "Driveway") as described on **Exhibit "A"** attached hereto and incorporated herein for all purposes, for the free and uninterrupted use, liberty, privilege and maintenance of the Driveway for the benefit of the Owner and Neighbor.

**Consideration:** The sum of TEN AND NO/100 DOLLARS (\$10.00) and the terms, provisions and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Owner and Neighbor.

### **RECITALS**

**WHEREAS, Owner, as the fee owner of Tract A** hereby declares, establishes and grants for the benefit of Neighbor and all future owners of Tract B and their respective tenants, subtenants, lenders, successors, assigns, guests, agents, employees, licensees and invitees an easement, right, license and privilege over, across, under and upon the Driveway and in particular, but without limitation, using the Driveway for ingress, egress and access to and from Tract B;

**WHEREAS, Neighbor, as the fee owner of Tract B** hereby declares, establishes and grants for the benefit of Owner and all future owners of Tract A and their respective tenants, subtenants, lenders, successors, assigns, guests, agents, employees, licensees and invitees an easement, right, license and privilege over, across, under

and upon the Driveway and in particular, but without limitation, using the Driveway for ingress, egress and access to and from Tract A;

**WHEREAS**, Owner and Neighbor agree that the Driveway is to be used only for passenger vehicles; provided, however, that delivery vehicles, construction vehicles and moving vans may use the Driveway on an as needed basis. Owner and Neighbor agree to use reasonable efforts not to block, disturb or cut off service to the Driveway and to minimize any disruption concerning the use of the Driveway (such as, by way of example only, an object or vehicle placed in the Driveway which would prevent or impede vehicular passage);

**WHEREAS**, Owner and Neighbor shall be individually responsible and liable for the construction of the portion of the Driveway lying and situated on each party's tract of land and shall each be liable for their respective pro rata share of all of the costs, fees and expenses incurred in connection with the installation and construction of the Driveway. If Owner or Neighbor takes any action to construct the Driveway he shall not cause or allow any liens to be filed against the real property lying and situated under the Driveway and shall promptly pay any and all amounts which may become due or owing with respect to any such construction;

**WHEREAS**, Owner and Neighbor shall jointly be responsible and liable for maintaining and repairing the Driveway and shall each be liable for the costs, fees and expenses incurred in connection with the maintenance, repair, replacement and /or removal of the portion of the Driveway located on their property. The Driveway shall be maintained in a condition comparable to existing driveways in the immediate neighborhood and the consent of the Owner and the consent of the Neighbor shall be required if such condition is to be significantly increased (such as, by way of example only, a different type of surface) from the current condition of the existing Driveway. Each party shall have the right to take such actions as may be reasonably necessary to maintain and repair the Driveway and shall use reasonable efforts not to block, disturb or cut off service to the Driveway and to minimize any disruption concerning the use of the Driveway. If Owner or Neighbor takes any action to maintain and repair the Driveway he shall (a) not cause or allow any liens to be filed against the real property lying and situated under the Driveway and shall promptly pay any and all amounts which may become due or owing with respect to any such construction, maintenance and/or repairs and (b) notify the other party of the costs, fees and expenses incurred by the performing party for such maintenance and repairs and the non-performing party shall reimburse the performing party for their respective pro rata share of all such costs, fees and expenses within thirty (30) days after the non-performing party's receipt of an invoice from the performing party which sets forth such costs, fees and expenses; and

**WHEREAS**, Owner and Neighbor hereby agree to separately pay for their own cost(s) of construction, installation, maintenance, repair, alteration, and replacement of the water diversion gullies, ravines and other improvements (whether natural or man-made) which run along and are contiguous to the Driveway on Tract A and Tract B.

**Miscellaneous Provisions:**

1. If the Owner or Neighbor fails to comply with any of the terms and provisions of

this Agreement (such owner being referred to herein as the "Defaulting Owner"), then the other non-defaulting owner (such owner being referred to herein as a "Non-Defaulting Party") may give the Defaulting Owner written notice of such default, in which event the Defaulting Owner shall have thirty (30) days after the delivery of such notice to cure such default. If the Defaulting Owner fails to cure such default within such thirty (30) day period, then, in addition to any and all other rights and remedies available at law and/or in equity, the Non-Defaulting Party may, but shall not be obligated to, commence and perform such obligations for and on behalf of the Defaulting Owner, in which event all of the reasonable costs and expenses incurred by the Non-Defaulting Party in curing the default of the Defaulting Owner shall be paid by the Defaulting Owner to the Non-Defaulting Party within fifteen (15) days after the Defaulting Owner's receipt of written evidence confirming payment of such expenses by the Non-Defaulting Party.

2. If a Defaulting Owner fails or refuses to timely pay any amount owed to the Non-Defaulting Party as provided hereinabove, then interest shall accrue on such unpaid amount from the date such unpaid amount was first due until paid, at a rate per annum equal to the lesser of (i) fifteen percent (15%) or (ii) the maximum lawful rate which may be charged, collected or received thereon, and the Defaulting Owner shall further be liable for all of the reasonable attorney's fees, court costs and other expenses incurred by the Non-Defaulting Party in the collection of the amounts owed by the Defaulting Owner. Notwithstanding anything contained in this Agreement to the contrary, however, in no event shall a default under this Agreement entitle any party to cancel, rescind or otherwise terminate this Agreement or restrict or modify, in any way, any of the rights granted and conveyed pursuant to this Agreement.

3. The Owner and Neighbor shall cause any and all liens covering the real property lying and situated under the Driveway to be subordinated to this Agreement and the right of the Owner and Neighbor to use the Driveway as provided in this Agreement.

4. This Agreement and the rights, benefits, duties and obligations and the other terms and provisions set forth in this Agreement shall be covenants that run with and are binding of Tract A and Tract B; provided, however, that after an owner shall have conveyed and transferred title to Tract A or Tract B, as the case may be, such owner shall be released from any and all of the duties, obligations and liabilities that accrue with respect to the particular parcel conveyed and transferred from and after the date of such conveyance and transfer, but such owner shall remain liable for the duties, obligations and liabilities that accrued prior to the date of such conveyance and transfer. This Agreement shall remain in effect until a written Termination Agreement is (a) executed by the Owner, or his respective heirs, executors, administrators, successors and assigns, and the Neighbor, or his respective heirs, executors, administrators, successors and assigns; and (b) recorded in the Real Property Records of Navarro County, Texas.

5. This Agreement shall not create an association, partnership, joint venture or a principal and agency relationship between the Owner and the Neighbor.

6. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver thereof or of any other provision set forth herein.



7. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected thereby; and in lieu of each such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and which shall be legal, valid and enforceable.

8. Any notice required to be delivered hereunder shall be deemed to be delivered on the earlier of actual receipt or, whether actually received or not, when deposited the United States mail, postage pre-paid, registered or certified mail, return receipt requested, addressed to Owner or Neighbor, as the case may be.

9. The parties hereto, and their respective heirs, executors, administrators, successors and assigns, may, from time to time and at any time, change their respective addresses. Any change properly made is effective twenty (20) days after the delivery of written notice to all other parties to this Agreement in the manner provided herein.

10. This Agreement embodies the complete agreement between the parties hereto with respect to the subject matter hereof and each party hereby expressly acknowledges that there are no oral understandings or agreements with respect to the subject matter hereof which are not contained in this Agreement.

11. It is expressly understood and agreed that the easements, rights and privileges granted and conveyed herein shall never be merged or extinguished by reason of the fact that the legal or beneficial title to Tract A and Tract B (or any interest therein or part thereof), as the case may be, is or may be vested in the same person or entity.

12. Nothing contained herein shall be deemed to be a gift or dedication of any portion of Tract A or Tract B to the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.

13. No part of this Agreement may be modified, amended or terminated without the prior written consent of the Owner and the Neighbor or their respective heirs, executors, administrators, successors and assigns.

14. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

15. Any recitals in this agreement are represented by the Owner and Neighbor to be accurate, and constitute a part of the substantive agreement.

16. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular

business day.

17. The use of any pronoun herein to refer to Owner or Neighbor shall be deemed a proper reference even though Owner and/or Neighbor may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Agreement is executed by or to a corporation, or trustee, the words "heirs, executors and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns", all as the case may be.

Executed and effective as of the date first set forth hereinabove.

OWNER:

Neil B. Barstow  
Neil Barstow

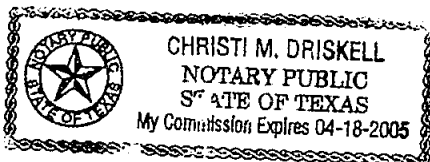
Belinda Barstow  
Belinda Barstow

THE STATE OF TEXAS

§  
§  
§

COUNTY OF NAVARRO

This instrument was acknowledged before me on the 12 day of <sup>February, 2004</sup>~~July, 2003~~, by Neil Barstow and Belinda Barstow.



(seal)

Christi M. Driskell  
NOTARY PUBLIC, STATE OF TEXAS

NEIGHBOR:

Roland Freed  
Roland Freed

Candace Freed  
Candace Freed



THE STATE OF TEXAS  
COUNTY OF NAVARRO

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§  
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RC.

This instrument was acknowledged before me on the 15<sup>th</sup> day of December, 2005, by ~~July, 2003~~, by  
**Roland Freed and Candace Freed.**



(seal)

Ruby Coker

NOTARY PUBLIC, STATE OF TEXAS