



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

5523 FM 332
Brenham, TX 77833

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 is / is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property? _____ (approximate date) 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.			X
Ceiling Fans	X		
Cooktop	X		
Dishwasher		X	
Disposal		X	
Emergency Escape Ladder(s)		X	
Exhaust Fans			X
Fences		X	
Fire Detection Equip.		X	
French Drain		X	
Gas Fixtures		X	
Natural Gas Lines		X	

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

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

Item	Y	N	U	Additional Information
Central A/C	X			electric gas number of units:
Evaporative Coolers	X			number of units: 1
Wall/Window AC Units		X		number of units:
Attic Fan(s)			X	if yes, describe:
Central Heat			X	electric gas number of units:
Other Heat			X	if yes, describe:
Oven	X			number of ovens: 1 electric gas other:
Fireplace & Chimney		X		wood gas logs mock other:
Carport		X		attached not attached
Garage	X			attached not attached
Garage Door Openers		X		number of units: number of remotes:
Satellite Dish & Controls		X		owned leased from:
Security System		X		owned leased from:
Solar Panels		X		owned leased from:
Water Heater			X	electric gas other: number of units:
Water Softener			X	owned leased from:
Other Leased Items(s)			X	if yes, describe:

(TXR-1406) 09-01-19

Initiated by: Buyer: _____ and Seller: He

Page 1 of 6

Concerning the Property at _____

Underground Lawn Sprinkler	☒	automatic	manual	areas covered:
Septic / On-Site Sewer Facility	☒	if yes, attach Information About On-Site Sewer Facility (TXR-1407)		

Water supply provided by: city ☒ well ☒ MUD ☒ co-op ☒ unknown ☒ other: _____

Was the Property built before 1978? ☒ yes ☒ no ☒ unknown

(If yes, complete, sign, and attach TXR-1806 concerning lead-based paint hazards)

Roof Type: Shingle Age: unknown (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ☒ yes ☒ 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 ☒ no If yes, describe (attach additional sheets if necessary): A/C not checked
don't know if it works, plumbing leak on outside of house on left
when water is on, also several faucets do not turn on,
maybe leaks under sinks.

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	Item	Y	N	Item	Y	N
Basement		☒	Floors		☒	Sidewalks		☒
Ceilings	☒	☒	Foundation / Slab(s)	☒	☒	Walls / Fences		☒
Doors		☒	Interior Walls		☒	Windows		☒
Driveways		☒	Lighting Fixtures		☒	Other Structural Components		☒
Electrical Systems		☒	Plumbing Systems		☒			
Exterior Walls		☒	Roof	☒	☒			

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

Roof estimate included
Leveling estimate included

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	Condition	Y	N
Aluminum Wiring		☒	Radon Gas <u>house</u>		☒
Asbestos Components		☒	Settling <u>repair estimate included</u>	☒	☒
Diseased Trees: <u>oak wilt</u>		☒	Soil Movement		☒
Endangered Species/Habitat on Property		☒	Subsurface Structure or Pits		☒
Fault Lines		☒	Underground Storage Tanks		☒
Hazardous or Toxic Waste		☒	Unplatted Easements		☒
Improper Drainage		☒	Unrecorded Easements		☒
Intermittent or Weather Springs		☒	Urea-formaldehyde Insulation		☒
Landfill		☒	Water Damage Not Due to a Flood Event		☒
Lead-Based Paint or Lead-Based Pt. Hazards		☒	Wetlands on Property		☒
Encroachments onto the Property		☒	Wood Rot		☒
Improvements encroaching on others' property		☒	Active infestation of termites or other wood destroying insects (WDI)		☒
Located in Historic District		☒	Previous treatment for termites or WDI		☒
Historic Property Designation		☒	Previous termite or WDI damage repaired		☒
Previous Foundation Repairs		☒	Previous Fires		☒
Previous Roof Repairs		☒	Termite or WDI damage needing repair <u>house</u>	☒	☒
Previous Other Structural Repairs		☒	Single Blockable Main Drain in Pool/Hot Tub/Spa*		☒
Previous Use of Premises for Manufacture of Methamphetamine		☒			

Concerning the Property at _____

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

*Some leveling estimate included
floor damage from previous termiles being repaired*

*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): *Septic system*

Section 5. Are you (Seller) aware of any of the following conditions?* (Mark Yes (Y) if you are aware and check wholly or partly as applicable. Mark No (N) if you are not aware.)

Y N

- ☒ ☒ Present flood insurance coverage (if yes, attach TXR 1414).
- ☒ ☒ Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir.
- ☒ ☒ Previous flooding due to a natural flood event (if yes, attach TXR 1414).
- ☒ ☒ Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414).
- ☒ ☒ Located ☐ wholly ☐ partly in a 100-year floodplain (Special Flood Hazard Area-Zone A, V, A99, AE AO, AH, VE, or AR) (if yes, attach TXR 1414).
- ☒ ☒ Located ☐ wholly ☐ partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)).
- ☒ ☒ Located ☐ wholly ☐ partly in a floodway (if yes, attach TXR 1414).
- ☒ ☒ Located ☐ wholly ☐ partly in a flood pool.
- ☒ ☒ Located ☐ wholly ☐ partly in a reservoir.

If the answer to any of the above is yes, explain (attach additional sheets as necessary):

*For purposes of this notice:

"100-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a special flood hazard area, which is designated as Zone A, V, A99, AE, AO, AH, VE, or AR on the map; (B) has a one percent annual chance of flooding, which is considered to be a high risk of flooding; and (C) may include a regulatory floodway, flood pool, or reservoir.

"500-year floodplain" means any area of land that: (A) is identified on the flood insurance rate map as a moderate flood hazard area, which is designated on the map as Zone X (shaded); and (B) has a two-tenths of one percent annual chance of flooding, which is considered to be a moderate risk of flooding.

"Flood pool" means the area adjacent to a reservoir that lies above the normal maximum operating level of the reservoir and that is subject to controlled inundation under the management of the United States Army Corps of Engineers.

"Flood insurance rate map" means the most recent flood hazard map published by the Federal Emergency Management Agency under the National Flood Insurance Act of 1968 (42 U.S.C. Section 4001 et seq.).

"Floodway" means an area that is identified on the flood insurance rate map as a regulatory floodway, which includes the channel of a river or other watercourse and the adjacent land areas that must be reserved for the discharge of a base flood, also referred to as a 100-year flood, without cumulatively increasing the water surface elevation more than a designated height.

"Reservoir" means a water impoundment project operated by the United States Army Corps of Engineers that is intended to retain water or delay the runoff of water in a designated surface area of land.

Concerning the Property at _____

Section 6. Have you (Seller) ever filed a claim for flood damage to the Property with any insurance provider, including the National Flood Insurance Program (NFIP)? yes ☒ no ☐ If yes, explain (attach additional sheets as necessary): _____

*Homes in high risk flood zones with mortgages from federally regulated or insured lenders are required to have flood insurance. Even when not required, the Federal Emergency Management Agency (FEMA) encourages homeowners in high risk, moderate risk, and low risk flood zones to purchase flood insurance that covers the structure(s) and the personal property within the structure(s).

Section 7. Have you (Seller) ever received assistance from FEMA or the U.S. Small Business Administration (SBA) for flood damage to the Property? yes ☒ no ☐ If yes, explain (attach additional sheets as necessary): _____

Section 8. 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

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

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

Name of association: _____Manager's name: _____Phone: _____Fees or assessments are: \$ _____ per _____ and are: _____ mandatory _____ voluntaryAny 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.

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

Any optional user fees for common facilities charged? _____ yes _____ no if yes, describe: _____

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

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

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

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

X 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).

X 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.

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

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

If the answer to any of the items in Section 8 is yes, explain (attach additional sheets if necessary): _____

Section 9. Seller ☒ has ☐ has not attached a survey of the Property.

Section 10. 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 11. 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 12. Have you (Seller) ever filed a claim for damage, other than flood damage, to the Property with any insurance provider? ☐ yes ☒ no

Section 13. 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 ☐ no If yes, explain: _____

Section 14. 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.

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.

Signature of Seller

Date

Signature of Seller

Date

Printed Name:

Frances A. Woods, II

Printed Name:

Concerning the Property at _____

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. 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 the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: Bluebonnet Electric
Sewer: _____
Water: _____
Cable: _____
Trash: _____
Natural Gas: _____
Phone Company: _____
Propane: _____
Internet: _____

phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____
phone #: _____

- (7) 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: _____	



APPROVED BY THE TEXAS REAL ESTATE COMMISSION
**ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION
 ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
 AS REQUIRED BY FEDERAL LAW**

10-10-11

CONCERNING THE PROPERTY AT 5523 FM 332 Brenham
 (Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):

☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____

☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.

2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):

☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____

☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- ☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- ☐ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- ☐ 1. Buyer has received copies of all information listed above.
- ☐ 2. Buyer has received the pamphlet *Protect Your Family from Lead in Your Home*.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to:

(a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Buyer _____ Date _____

Frances A. Woodall 6/17/20
 Seller Date
 Frances A. Woodall

Buyer _____ Date _____

 Seller Date

Other Broker _____ Date _____

Tara & Courtney Rothermel 6-16-2020
 Listing Broker Date
 Debbie Bender, Agent

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12168, Austin, TX 78711-2168, 512-936-3000 (<http://www.trec.texas.gov>)

(TXR 1906) 10-10-11

TREC No. OP-L



INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT

5523 FM 332
Brenham, TX 77833

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☒ Septic Tank ☐ Aerobic Treatment ☒ Unknown
- (2) Type of Distribution System: ☒ Unknown
- (3) Approximate Location of Drain Field or Distribution System: ☒ Unknown
- (4) Installer: ☒ Unknown
- (5) Approximate Age: ☒ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☐ Yes ☒ No
If yes, name of maintenance contractor: _____
Phone: _____ contract expiration date: _____
Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? _____
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No
If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? ☐ Yes ☒ No

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☐ permit for original installation ☐ final inspection when OSSF was installed
☐ maintenance contract ☐ manufacturer information ☐ warranty information ☐ _____
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

(TXR-1407) 1-7-04

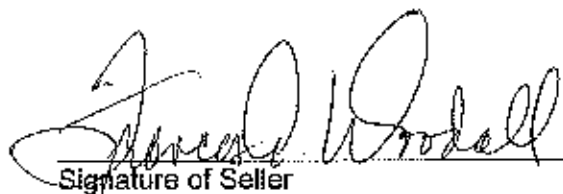
Initiated for Identification by Buyer _____ and Seller 

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D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.


 Signature of Seller _____ Date 06/15/2020
 Frances A. Woodall

Signature of Seller _____ Date _____

Receipt acknowledged by:

Signature of Buyer _____ Date _____

Signature of Buyer _____ Date _____



FIRST CHOICE HOUSE LEVELING
FOUNDATION SPECIALISTS

Brenham

(979)203-1647

Estimate & Contract

Name: Woodall

Date: 4-30-2020

Address: 5523 Fm 332

Phone: 713-828-6777

Brenham

Phone: _____

Slab Construction:

1. Excavate soil to install 0 exterior unipile piers, 0 interior piers, in places recommended by contractor and accepted by owner.
2. Piers are pre-engineered to meet VA and FHA specifications.
3. Slab leveling shall be accomplished through hydraulic jacking of the exterior grade beam and to use steel shims to hold piers in place.
4. When concrete holes are broken through slabs, sidewalks, or driveways for access purposes, First Choice House Leveling will patch the concrete but cannot guarantee that the old concrete will match in color or texture to the new concrete. Surfaces with tile, flagstone, brick or any other covering will be the responsibility of the homeowner to replace the said items.
5. Voids under the slab created by tunneling or levelling, are not filled to allow soil expansion and contraction. It is the owner's responsibility to maintain positive drainage around the perimeter where repairs were made to avoid water pooling under the slab.

Pier & Beam Construction:

6. Install 20 concrete footers & concrete piers on 5 ft. spacing.
7. Install 80 ft. new beam/Size 4x6. Install _____ ft. new joist/Size _____.
8. While every precaution is taken when lifting the structure to protect it from further damage First Choice House Leveling assumes no responsibility for cost of repair for items such as, but not limited to sheetrock, wall plaster, masonry, porches, tile, roofs, plumbing/gas lines, or any electrical damage.
9. While work is in progress, it may become evident to the contractor that the structure was built with inadequate materials, or have structural deficiency which may require an addendum to the contract and a change in price and warranty. The owner will have an opportunity to do one of the following: Terminate the agreement and First Choice House Leveling will refund monies paid less the cost of materials and work performed or continue the work with change in cost and warranty (to follow).
10. Owner may order additional work, which is not described in this agreement, in which Owner and First Choice House Leveling shall enter into a separate written agreement describing such work. No oral representation by anybody can change this agreement. This agreement is the entire agreement between First Choice House Leveling and owner.
11. In the event First Choice House Leveling encounters previous piers installed and it is required to break loose original construction piers to properly lift the structure, it will be done at an additional cost of \$95.00 per pier requiring detaching.
12. First Choice House Leveling will temporarily remove any plants, shrubs, trees or lawn watering systems that impede access for pier installation. However First Choice House Leveling will not be responsible for the condition of plants, shrubs, trees or lawn that will be replanted. If homeowner desires, they can hire an independent nursery at the owner's expense to professionally remove and replant said items.

13. Will supply the customer with an engineer's certification on all work performed if requested and paid for in advance when signing the contract.
14. Disposal of all the excess soil, trash and debris will be hauled away at completion of job.
15. This agreement includes only those items specified and does not include and redcorating, repairing or replacing of any materials or items not specifically called for hereto. First Choice House Leveling agrees to start and pursue work through completion in a timely manner, but shall not be responsible for delays caused by any of the following: funding of loans; acts of god; acts of neglect or omission by owner; stormy or inclement weather; strikes or anything not under control by contractor.
16. All work performed is guaranteed for a period of 10 years from the original date of contract and within the 10 year guarantee at no cost to the owner(s) any leveling adjustments that need to be made will only be where the installation of piers were placed. Transfer of this guarantee is available to new owners for a fee. And additional 10 year guarantees are offered for a fee.
17. The owner has up to 3 business days from date signed on contract to cancel this agreement. After the 3 days, no refunds will be authorized or given.

Arbitration Agreement

The parties agree this Agreement shall be governed exclusively by the law of the State of Texas and venue shall exclusively be in Bexar County, Texas. However in the event of any allegation that First Choice House Leveling has breached this contract, it is agreed that any such allegation shall be exclusively resolved by binding arbitration initiated by one party giving the other party written notice of arbitration, and that no law suit shall be filed against First Choice House Leveling in any court of Law. An arbitrator shall be selected in Bexar County, Texas. All findings and decisions of the Arbitrator shall be final and binding on all parties as if such judgment was rendered by a court of law in full and complete satisfaction of the rights of the parties. Such arbitration shall be governed by the Federal Arbitration Act, 9 USC. Any and all such controversies, claims or disputes shall utilize the Commercial Arbitration Rules of the American Arbitration Association. Each party shall pay its own costs and attorney's fees unless otherwise determined by the arbitrator(s). Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction of the same with no rights of appeal there from.

Special Conditions:

Freshim and level with concrete shim pads and steel shims

All material will be treated material

Cash Price: \$ 6,500

Payment Conditions: _____
"This proposal may be withdrawn by contractor if not accepted within 30 days."

The owner has read all the terms of this contract and is familiar with the provisions as well as aware that the soil conditions in the local area could possibly result in settling and accepts this contract subject to the items and conditions there in contained. I HAVE READ THIS AGREEMENT AND WARRANTY AND AGREE TO THE TERMS AND CONDITIONS OF BOTH.

*NOTE: It is the owner's responsibility to provide access, water, and electricity for the job and to pay the balance to the foreman at completion before he leaves the jobsite.

Owner: _____

Date: _____

Owner: _____

Date: _____

Representative: Roy Frazier

Date: _____

LIABILITY INSURED

BID PROPOSAL LOPEZ ROOFING

EST. IN 1975

Raul Lopez

2916 Old Hearne Rd.

Bryan, TX 77803

979.823.0825

RAULLOPEZROOFING@YAHOO.COM

Date: 06.17.2020

Client: Fran Woodall

Job Site Address: 5523 FM 332, Brenham

Phone Number/ Email: 713.828.6777

Info: If you have any satellites, we will remove and place them back but will not be responsible for any loss signal or any charges you may accrue. Please call your subscriber to reconnect your service if need be.

Labor & Material:

Includes removing 1 layer of existing composition shingles and replacing it with synthetic felt and 25yr composition shingles. Also includes removing and replacing all lead flashing and drip edge. All lead flashing will be painted to match the color of the roof. All roofing material will be hauled away, and a magnet will be rolled around the house to pick up any nails on the ground.

The labor will have a 5-year limited warranty but does not include any damage done by act of nature (hail, fire, wind, etc.)

Bid Amount: \$5,800.00

****If any lumber needs to be replaced, it will be an extra charge. We do not paint any trim that is replaced.**

Bid Presented by Raul L. Lopez

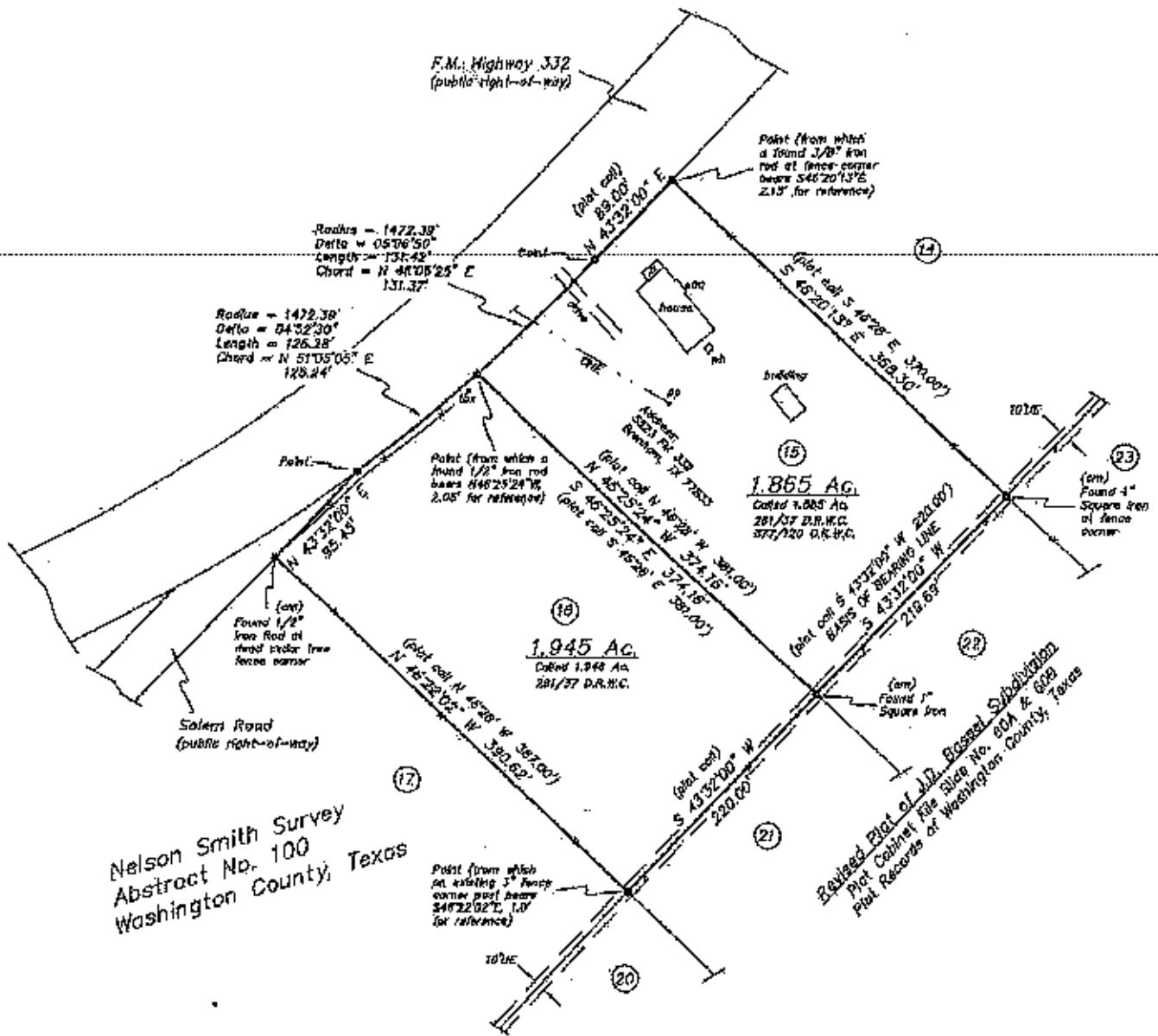
Date: 06.17.2020

Bid Accepted by: _____

Date: _____

We, at Lopez Roofing appreciate you calling us for an estimate.

Bid is good for 30 days from above date unless agreed upon and signed on contract.



A survey of Lot 15 and Lot 18 of the J.D. Bassel Subdivision (revised plat recorded in Plat Cabinet File No. 60A & 60B, Plat Records of Washington County, Texas), situated in Washington County, Texas, being out of the Nelson Smith Survey, Abstract No. 100, being the same property described in that deed dated October 8, 1968, from Jack Pond to Clarence F. Weymeyer, et ux, recorded in Volume 281, Page 32, Deed Records of Washington County, Texas, and being the same property described in that deed dated December 1, 1887, from the Estate of Lillian M. Weymeyer, Deceased; et al to Clarence F. Weymeyer, et ux, recorded in Volume 877, Page 120, Official Records of Washington County, Texas.

To: The Estate of Clarence F. Weymeyer, Deceased, The Estate of Frances F. Weymeyer aka Frances L. Weymeyer, Deceased, Frances A. Woodall, and Botts Title Company, OF No. WA-20-080.

I, Michael J. Blakey, Registered Professional Land Surveyor, do hereby certify that this survey was made on April 3, 2020, on the ground of the property, legally described hereon, and is correct; and that there are no discrepancies, conflicts, shortages of area, boundary line conflicts, encroachments of ground level, overlapping of improvements, easements, or apparent rights-of-way, except as shown hereon, and said property has access to and from a dedicated roadway, except as shown hereon.



Michael J. Blakey
Registered Professional Land Surveyor, No. 5935

W.O. #2020-2985

The Estate of Clarence F. Weymeyer, Deceased, et al

Blakey Land Surveying

KPLS 405E RPLS 6386

4650 Fritchman Lane
Burton, Texas 77836

(028) 280-5800

Frances A. Woodall 4/24/2020



COVID-19 Addendum

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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TO CONTRACT CONCERNING THE PROPERTY AT

5523 FM 332

Brenham

(Street Address and City)

- A. **Automatic Delay:** Notwithstanding any other provisions of the contract, Seller and Buyer agree that in the event the closing as defined in Paragraph 9 of the contract is not able to be performed due to a voluntary or mandatory SARS-CoV-2 (COVID-19) virus quarantine or closure, either party may, by providing notice to the other party, extend the Closing Date for a period of thirty (30) days. If any portion of the closing is still not able to be performed upon the expiration of the extension, either party may, by providing notice to the other party, terminate the contract without any further liability to the other party, and the earnest money will be refunded to Buyer.
- B. Seller and Buyer agree, notwithstanding that Buyer may have removed their financing contingency, that if Buyer is not able to fund their loan and close due to Buyer's loss of income from COVID-19 related issues, then either party may terminate the contract and earnest money will be refunded to the Buyer.
- C. The parties will exercise best efforts to utilize remote services to perform obligations under the contract that otherwise cannot be performed in person due to a voluntary or mandatory COVID-19 virus quarantine or closure.

Buyers and Sellers are advised to CONSULT AN ATTORNEY BEFORE SIGNING. Texas Real Estate Commission rules prohibit real estate license holders from giving legal advice. This addendum is not a mandatory Texas Real Estate Commission form.

NOTE: This addendum changes the obligations of the Buyer and Seller as follows: (1) possible extension of the Closing Date in Paragraph 9 of the contract; and (2) possible termination of the contract beyond terms provided in Paragraph 2 of the Third Party Financing Addendum.

Buyer _____ Date _____

Frances A. Woodall



06/21/2020 12:47 PM GMT

Seller

Date

Frances A. Woodall

Buyer _____ Date _____

Seller

Date

Information concerning the use of *COVID-19 Addendum (TXR-2520)*

Note: Use of the *COVID-19 Addendum* is not mandatory and may not be appropriate in all circumstances. Depending on the goals and needs of the parties, use of an existing form may be more appropriate when dealing with COVID-19-related issues. For example:

- If the parties want to negotiate an extension to the closing date to a definite date, they may use the *Amendment (TXR-1903)* form, filling in the new date in paragraph 3.
- If the parties want to negotiate an extension to the time the buyer has to obtain buyer approval under the *Third Party Financing Addendum*, they may also use the *Amendment (TXR-1903)* form, filling in the new date in paragraph 8.
- If the parties want to terminate the contract, they may use the *Release of Earnest Money (TXR-1904)* form, which releases the parties from any and all liability under the sales contract. The parties may also agree how the earnest money will be dispersed.

The COVID-19 pandemic is causing unprecedented impact and uncertainty for Texas real estate transactions. Voluntary and mandatory quarantines and the closure of government and private offices may impede the ability of parties to successfully fund and close transactions.

To address these uncertainties, Texas REALTORS® has created the *COVID-19 Addendum (TXR-2520)*. The *COVID-19 Addendum* provides for a 30-day extension of the closing date in a residential sales contract if the closing cannot occur due to a voluntary or mandatory COVID-19 quarantine or closure. If the closing cannot occur after the 30-day extension, either party may terminate the sales contract with the earnest money being returned to the buyer. The *COVID-19 Addendum* also permits either party to terminate the sales contract, with the buyer receiving the earnest money, if the buyer is unable to fund their loan beyond the time provided in the *Third Party Financing Addendum* due to loss of income from a COVID-19-related issue.

The 30-day extension under the addendum is available if the delay in closing is due to a quarantine or closure that affects the buyer, seller, or other service provider, including, but not limited to, a title company, lender, inspector, or appraiser.

The *COVID-19 Addendum* may be used as an addendum to a new contract or to amend a currently executed contract. The addendum may be used in conjunction with the following residential sales contracts:

- *One to Four Family Residential Contract (Resale) (TXR-1601)*
- *New Home Contract (Incomplete Construction) (TXR-1603)*
- *New Home Contract (Completed Construction) (TXR-1604)*
- *Residential Condominium Contract (Resale) (TXR-1605)*
- *Unimproved Property Contract (TXR-1607)*
- *New Residential Condominium Contract (Completed Construction) (TXR-1608)*
- *New Residential Condominium Contract (Incomplete Construction) (TXR-1609)*
- *Farm and Ranch Contract (TXR-1701)*

Due to the uncertainty caused by COVID-19, buyers and sellers should be especially attentive to timelines in the contract in order to be in the best position to perform their contractual obligations or extend the deadlines as necessary.