

POINT OF BEGINNING
FOUND 5/8" IRON ROD
Y = 13,796,866.35
X = 2,686,333.06

(214.93')
(N 89°38'00" E)
214.93'
N 87°03'46" E

F.M. 2434
VOL. 198, PG. 482

FOUND 5/8" IRON ROD

50.90 ACRES
ERIC A &
LEAH N EDMISTON
VOL. 782, PG. 596
O.R.C.C., TX.

J. CHANEY
A-136

N 02°14'07" W 622.63'
(N 00°18'24" E 623.21')

FOUND 5/8" IRON ROD AT 313.19'

8.00 ACRE TRACT

10' WIDE EASEMENT
SAN BERNARD
ELECT. COOP
VOL. 513, PG. 187
VOL. 513, PG. 191
D.R.C.C., TX.

30' EASEMENT
VOL. 468, PG. 428
VOL. 489, PG. 200
VOL. 492, PG. 341
VOL. 500, PG. 82
VOL. 519, PG. 235
VOL. 557, PG. 365
D.R.C.C., TX.

15.93 ACRES
WILLIAM T &
GLOBKA N HURNALL
VOL. 377, PG. 370
O.R.C.C., TX.

S 02°09'10" E 628.95'
(S 00°18'24" W 628.99')

H & M LANE

SHED
CONCRETE SLAB

FOUND 1/2" IRON ROD

S 88°13'21" W 554.29'
(N 89°15'49" W 525.21')

FOUND 1/2" IRON ROD

5.08 ACRES
JAMES E MENSIK
VOL. 500, PG. 82
D.R.C.C., TX.

LINE	BEARING	DISTANCE
L1	N 87°09'46" E	39.80'
L2	N 87°30'46" E	99.60'
L3	N 88°00'46" E	99.60'
L4	N 88°21'46" E	39.80'
L5	N 88°27'46" E	61.48'

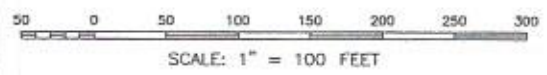
LINE	BEARING	DISTANCE
L1	(N 89°44'00" E)	(39.80')
L2	(S 89°55'00" E)	(99.60')
L3	(S 89°25'00" E)	(99.60')
L4	(S 89°04'00" E)	(39.80')
L5	(S 88°58'00" E)	(61.48')

LEGEND

- x— FENCE
- OH— OVERHEAD UTILITIES
- POWER POLE
- ▣ TELEPHONE PEDESTAL

NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, (NAD83) SOUTH CENTRAL ZONE, PER GPS OBSERVATIONS.
- (BEARING DISTANCE) INDICATES RECORD BEARING AND DISTANCE.



I HEREBY STATE THAT THIS PLAT SHOWS THE SUBJECT LOCATION AS SURVEYED ON THE GROUND 08/26/20. THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Cole E. Barton

COLE E. BARTON
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NO. 6368



COMMITMENT No.: C200207



S & ASSOCIATES
LAND SURVEYING

2322 TROTT ROAD (SUITE 200) CARROLL, TX 75006-1121
PHONE: (972) 464-1141 FAX: (972) 464-1142

8.00 ACRE TRACT

8.00 ACRES OF LAND OUT OF THE J. CHANEY SURVEY, ABSTRACT 136, COLORADO COUNTY, TEXAS, BEING THAT SAME LAND CONVEYED TO JAMES M. BROWN AND DESCRIBED IN WARRANTY DEED DATED SEPTEMBER 14, 1984 AND RECORDED IN VOLUME 492, PAGE 341 OF THE DEED RECORDS OF COLORADO COUNTY, TEXAS.

Completion Date: 08/28/20	File Name: 8.OAC
Scale: 1"=100'	Surveyed by: CB/LB
Drawn by: DJ	Checked by: AF/CB

JOB #: 2008026



**& ASSOCIATES
LAND SURVEYING**

2321 TROPICAL WIND DRIVE, CORPUS CHRISTI, TX 78414 | (361) 208-4284
TEXAS LICENSED SURVEYING FIRM 10194009
THE INTERSECTION OF QUALITY AND EFFICIENCY

8.00 ACRE TRACT

Field Notes Description

8.00 acres of land out of the J. Chaney Survey, Abstract 136, Colorado County, Texas, being that same land conveyed to James M. Brown and described in Warranty Deed dated September 14, 1984 and recorded in Volume 492, Page 341 of the Deed Records of Colorado County, Texas.

Being more fully described by metes and bounds as follows:

- BEGINNING:** at a 5/8" iron rod. (Y = 13,796,866.35, X = 2,696,333.06), found at the northeast corner of a 50.90 acre tract conveyed to Eric A. and Leah N. Edmiston in Volume 782, Page 596 of the Official Records of Colorado County, Texas, and in the south right of way line of F.M. 2434, for the northwest corner of this herein described tract;
- THENCE:** along the south right of way line of said F.M. 2434 and the north line of this herein described tract the following course:
- N 87°03'46" E -214.93 feet to an angle point;
- THENCE:** N 87°09'46" E -39.80 feet to an angle point;
- THENCE:** N 87°30'46" E -99.60 feet to an angle point;
- THENCE:** N 88°00'46" E -99.60 feet to an angle point;
- THENCE:** N 88°21'46" E -39.80 feet to an angle point;
- THENCE:** N 88°27'46" E -61.48 feet to a 5/8" iron rod found at the northwest corner of a 15.93 acre tract conveyed to William T. and Gloria N. Hufnall in Volume 377, Page 370 of the Official Records of Colorado County, Texas, and at the northeast corner of a 30 foot easement described in Volume 492, Page 341 of the Deed Records of Colorado County, Texas, for the northeast corner of this herein described tract;
- THENCE:** S 02°09'10" E -628.95 feet along the west line of said 15.93 acre tract, the east line of said 30 foot easement, and the east line of this herein described tract to a 1/2" iron rod found at the northeast corner of a 5.06 acre tract conveyed to James E. Mensik in Volume 500, Page 82 of the Deed Records of Colorado County, Texas, for the southeast corner of this herein described tract;
- THENCE:** S 88°13'21" W -554.29 feet along the north line of said 5.06 acre tract and the south line of this herein described tract to a 1/2" iron rod found at the northwest corner of said 5.06 acre tract and in the east line of said 50.90 acre tract, for the southwest corner of this herein described tract;
- THENCE:** N 02°14'07" W -along the east line of said 50.90 acre tract and the west line of this herein described tract at 313.19 feet passing a 5/8" iron rod found for a line marker. **in all a total distance of 622.63 feet to the POINT OF BEGINNING**, containing within these metes and bounds an 8.00 acre tract, more or less.

EXHIBIT A
Page 1 of 2 Pages

NOTE: A Survey Plat representing a graphic image of this description styled as "8.00 ACRE TRACT." accompanies this document. This Field Notes Description constitutes a legal document, and, unless it appears in its entirety, in its original form, including preamble, seal and signature, surveyor assumes no responsibility or liability for its correctness. It is strongly recommended, for the continuity of future surveys, that this document be incorporated in *all* future conveyances, *without any revisions or deletions*. This description and the accompanying Survey Plat were prepared from record data furnished by the client and was done with the benefit of a Title Report. This survey does not represent a warranty of title or a guarantee of ownership.

Commitment No.: C200207
August 28, 2020
Job. No. 2008028
DJ



COLE E. BARTON
R.P.L.S. No. 6368



EXHIBIT A
Page 2 of 2 Pages



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 1758 FM 2434
Weimar, TX 78962

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

- (1) Type of Treatment System: Septic Tank Aerobic Treatment Unknown
- (2) Type of Distribution System: Spray Heads Unknown
- (3) Approximate Location of Drain Field or Distribution System: west of home Unknown
- (4) Installer: Fayette County Septic Systems Unknown
- (5) Approximate Age: one year 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: Fayette County Septic Systems
Phone: (830)708-9064 contract expiration date: September 3, 2022
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? still new - don't/have not needed it
- (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.**

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.

DocuSigned by:

 11/23/2021
 Signature of Seller Date
Jared Harrington

DocuSigned by:

 11/23/2021
 Signature of Seller Date
Anne Adams

Receipt acknowledged by:

Signature of Buyer Date

Signature of Buyer Date

**COLORADO COUNTY
DEVELOPMENT
PERMIT**

NO: 2020-0827296

ISSUED TO JAMES MORRIS - GRALE BROWN

DEVELOPMENT RES. / OSSF

LOCATED AT 1758 FM 2434

THIS PERMIT IS ISSUED ON THE EXPRESS CONDITION THAT THE WORK DONE SHALL CONFORM TO THE STATEMENTS CERTIFIED TO IN THE APPLICATION FOR THE PERMIT & PROVIDING FURTHER THAT ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE EXISTING RULES OF COLORADO COUNTY



COUNTY ADMINISTRATOR

THIS PERMIT SHALL BE POSTED SO THAT IT IS VISIBLE FROM THE ROAD. PERMIT SHALL REMAIN POSTED UNTIL DEVELOPMENT IS COMPLETED AND SEPTIC SYSTEM (IF APPLICABLE) IS INSTALLED AND INSPECTED.





Fayette County Septic Systems
14824 N SH 95 • Flatonia, TX 78941
OS0034404 OS0034664 MP0002306
www.FayetteCoSepticSystems.com

Jay Kolbe
(830) 708-9064
FayetteCoSepticSystems@gmail.com

ON-SITE SEWAGE FACILITY SERVICE AGREEMENT

Customer Name: _____ Phone: _____
Mailing Address: _____
OSSF Site Address: 1758 FM 2434 WELMOR, TX 78962
County: COLORADO Email: _____
Permit #: 2020-0827296 Type of System: AEROBIC SPRAY Aerator Serial No. PF6-3040

I. **General.** This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between the above described customer (hereinafter referred to as "Customer") and Jay Kolbe of Fayette County Septic Systems (hereinafter referred to as "Contractor"). By this Agreement, Contractor agrees to render services, as described herein at the above described location (hereinafter referred to as the "Property") and the Customer agrees to fulfill his/her/their responsibilities under this Agreement, as described herein.

II. **Effective Dates.** Given receipt of full payment, the term of this Agreement is a period of two years, commencing on the date the License to Operate is issued and ending two (2) years later:

Start Date: 9-3-2020 End Date: 9-3-2022

III. **Services by Contractor.** Contractor will provide the following services (hereinafter referred to as the "Services"):

- a. Inspect and perform routine maintenance on the On-Site Sewage Facility (hereinafter referred to as the "OSSF") in compliance with the code, regulations, and rules set forth by the State of Texas, the Texas Commission on Environmental Quality ("TCEQ"), the county in which the OSSF is located (the "County"), and the manufacturer's requirements, at a frequency of approximately once every four (4) months, or three (3) times a year, for a total of six (6) inspections over a two (2) year period. Inspections include adjustment and servicing of the mechanical and electrical components of the OSSF to ensure proper function, and checking for proper pH and chlorine residual of the effluent.
- b. If any component(s) of the OSSF are found to be in need of repair during the inspection, the Contractor will notify the Customer of the repairs needed. If the condition cannot be repaired at the time of the service visit, the Contractor will provide an estimate for when the repair can be made and of any charges that may be accrued. Contractor will perform all warrantee work as defined in the OSSF Homeowner's Manual. The Customer is financially liable for any charges that may be accrued for system repairs not covered by the OSSF warranty, including pumping of the trash tank, if needed for any reason. If the unit is in need of chlorine, Contractor will add it as needed and charge the customer.
- c. After each inspection, submit a report to the County and to the Customer within 14 days.
- d. Respond to the Customer's concerns regarding operation of the OSSF, by phone, within 24 hours of receiving notification. In response to the Customer's request for additional unscheduled service visits, the Contractor will visit the OSSF site within two (2) business days from the date of the Contractor's receipt of the Customer's request. All unscheduled service visits are subject to fees in addition to the fee covered by this Agreement and will be billed to the Customer at the rate of \$75.00 per visit plus materials and \$75.00 per hour of labor.

IV. **Customer's Responsibilities.** The Customer is responsible for each and all of the following:

- a. Maintain the disinfection unit/chlorinator and provide proper chlorine supply if the OSSF so requires. Chlorine must be added to the system to maintain a chlorine residual of at least 0.1 mg/L in the pump tank. Chlorine tablets made from calcium hypochlorite and certified for wastewater disinfection or liquid bleach (sodium hypochlorite) is recommended. Customer should follow all warning and precautionary statements of the chlorine manufacturer. *WARNING: DO NOT use swimming pool chlorine tablets in your OSSF due to the danger of explosive gas.* Failure to add proper chlorine to the OSSF will void the system warranty, shall be considered a breach of this Agreement, and may be considered an unlawful act.

Your septic system is built to receive: LIQUID BLEACH or CHLORINE TABLETS

- b. Use and maintain the OSSF in strict accordance with the manufacturer's recommendations outlined in the homeowner's manual. Improper usage or maintenance will void the manufacturer's warranty and will suspend coverage of service charges.
- c. Provide all necessary site maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor easy access to all parts of the OSSF.
- d. Maintain a current License to Operate and abide by the conditions and limitations of that license and all requirements for on-site sewage facilities from state and local regulatory agencies.
- e. Immediately notify the Contractor of any and all problems with the OSSF and authorize any required service. If the Customer elects a different contractor to perform the required service, the Customer is responsible for ensuring the substitute contractor

holds the proper licenses, payment to that contractor, and ensuring proper notification is submitted to the appropriate regulatory agencies.

- f. Provide the Contractor with water usage records, upon request, for evaluation of the OSSF performance.
- g. Prevent backwash/discharge from water treatment or conditioning equipment from entering the OSSF.
- h. Maintain site drainage sufficient to prevent adverse effects on the OSSF.
- i. Promptly and fully submit payments to Contractor for all charges acquired.

V. **Payments.** The Customer shall pay the Contractor a fee of N/A for the Services described herein. This fee does not cover equipment, parts, or labor supplied for repairs beyond routine inspection and maintenance; repairs not covered by the system manufacturer's warranty; or unscheduled Customer-requested site visits. Payments for such additional services are due at the time the services are provided. Payments not received within 30 days from the due date will be subject to a \$20.00 late fee or 1.5% carrying charge, whichever is greater, for each 30 day period the fee is past due. The Customer shall pay all costs of collection incurred by the Contractor, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if the Customer fails to pay for services when due, Contractor has the option to treat such failure to pay as a material breach of this Agreement, and may seek legal remedies.

Cost of Maintenance Agreement is included in septic installation quote.

VI. **Access to Property.** Customer authorizes Fayette County Septic Systems and any personnel associated with and authorized by Fayette County Septic Systems to enter the Property at reasonable times without prior notice for the purpose of performing the Services described herein. Contractor will require access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer and/or Agency requirements. If such manways or risers are not in place, excavation together with other labor and materials will be required, and will be billed to the Customer as an additional service charge at the rate of \$75.00 per hour of labor, plus materials. Contractor will make reasonable effort to replace excavated soil and restore land grade.

VII. **Transfer.** In the case that the Property is sold or transferred during the Agreement period, the terms of this Agreement will apply to the new owner who shall then be liable for all items described herein. An updated replacement Agreement must be signed and received within 30 days of the transfer of ownership.

VIII. **Termination.** This Agreement may be terminated by either party with 30 days written notice in the event of the other party's substantial failure to perform their respective duties described in this Agreement, and without fault of the terminating party. If this Agreement is so terminated, Contractor shall be paid at the rate of \$75.00 per hour for any work performed, but not yet paid. The terminating party shall immediately notify the other party, the system manufacturer, and all regulatory agencies of the termination.

IX. **Liability.** In no event shall Fayette County Septic Systems or any person associated with Fayette County Septic Systems be liable for indirect, consequential, incidental, or punitive damages, whether in contract, tort, or any other theory. In no event shall the liability of Fayette County Septic Systems or any person associated with Fayette County Septic Systems for direct damages exceed the price for the Services described herein or exceed payments made by the Customer under this Agreement.

X. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would be come valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

XI. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Texas.

XII. **Waiver.** The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

XIII. **Entire Agreement.** This Agreement constitutes the entire agreement between the Customer and Contractor and there are no other promises or conditions in any other agreement, oral or written, regarding maintenance of the OSSF on this Property.

XIV. **Signatories.** This Agreement shall be signed by the Customer and by Jay Kolbe (owner & maintenance provider) on behalf of Fayette County Septic Systems, and shall commence on the Effective Date

Customer: _____ (signed) _____ (date)

_____ (printed)

Service Provider: _____ (signed) _____ (date)

Jay Kolbe (Owner/Maintenance Provider, MP0002306)

COLORADO COUNTY, TEXAS

AFFIDAVIT TO BE FILED WITH THE COLORADO COUNTY CLERK'S OFFICE

2020 SEP -1 PM 1:33

THE COUNTY OF COLORADO
STATE OF TEXAS

AFFIDAVIT

KIMBERLY MENKE
COUNTY CLERK

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSF's), this document is filed in the Official Records of Colorado County, Texas.

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ), to regulate on-site sewage facilities (OSSF's). The Texas Water Code (TWC), §5.012 and §5.013, gives the commission primary responsibility for implementing the laws of the State Of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSF's are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. The owner must provide proof of the recording the OSSF's permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF's nor does it constitute any guarantee by the commission that the appropriate OSSF's was installed.

II

An OSSF's requiring a maintenance contract, according to 30 Texas Administrative Code §285.91 (12) will be installed on the property described as _____

A-136 J CHANEY TR 2-B 7.000 ACRES, or 1758 FM 2434 Weimar, TX 78962

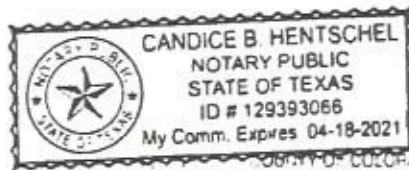
This property is owned by James Brown

This OSSF's shall be covered by a continuous service policy for the first two years. After initial two year service policy, the owner of the aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above described property, the permit for the OSSF's shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF's may be obtained from the Colorado County Permit Office 305 Radlo Lane Columbus, Texas 78934.

WITNESS BY HAND(S) ON THIS 31st DAY OF August 2020
X James Brown
(Owner's Signature)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 31st DAY OF August 2020



C. Hentschel
Notary Public, State of Texas

Notary's Printed Name: Candice B. Hentschel
Commission Expires: 4-18-2021





ENVIRONMENTAL ASSESSMENT, THREATENED OR ENDANGERED SPECIES, AND WETLANDS ADDENDUM

TO CONTRACT CONCERNING THE PROPERTY AT

1758 FM 2434, Weimar, TX 78962

(Address of Property)

- A. ENVIRONMENTAL ASSESSMENT: Buyer, at Buyer's expense, may obtain an environmental assessment report prepared by an environmental specialist.
- B. THREATENED OR ENDANGERED SPECIES: Buyer, at Buyer's expense, may obtain a report from a natural resources professional to determine if there are any threatened or endangered species or their habitats as defined by the Texas Parks and Wildlife Department or the U.S. Fish and Wildlife Service.
- C. WETLANDS: Buyer, at Buyer's expense, may obtain a report from an environmental specialist to determine if there are wetlands, as defined by federal or state law or regulation.

Within 10 days after the effective date of the contract, Buyer may terminate the contract by furnishing Seller a copy of any report noted above that adversely affects the use of the Property and a notice of termination of the contract. Upon termination, the earnest money will be refunded to Buyer.

Buyer

DocuSigned by:

 Seller SA1F61F53428...
Jared Harrington

Buyer

DocuSigned by:

 Seller CB6FFEF15452...
Anne Adams

This form has been approved by the Texas Real Estate Commission for use with similarly approved or promulgated contract forms. Such approval relates to this 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 12188, Austin, TX 78711-2188, 512-936-3000 (<http://www.trec.texas.gov>) TREC No. 28-2. This form replaces TREC No. 28-1.

TREC No. 28-2



Information About Brokerage Services

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

TYPES OF REAL ESTATE LICENSE HOLDERS:

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

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

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

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

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

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

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

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

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

Tri-County Realty, LLC	602174	office@tricityrealestate.com	(979)725-6006
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Gary Helmcamp	461405	gary@tricityrealestate.com	(979)725-6006
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Dustin Helmcamp	642798	dustin@tricityrealestate.com	(979)725-6006
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials	Date		

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

PFS

Warranty

PRECISION FOUNDATION SERVICE, INC.

8427 HAMMERLY BLVD. HOUSTON, TEXAS 77055
(713) 973-0114 FAX: (281) 944-9096

Inception date: 8/27/2020
Transfer date: 9/11/2020

Owner's Name: Anne Harrington

Street Address 1758 FM 2434

City, State Zip Weimar, Texas 78962

* All material is guaranteed to be as specified. All work is completed in a workmanlike manner according to standard practices.

Lifetime Service Agreement

- If any adjustment is necessary due to settling, PFS will adjust settled area without cost to the owners.
- Should original builder's piers exist, it may be necessary to cut piers loose in order to raise foundation. Additional charges will apply.
- The guarantee applies to the twenty-four (24) exterior pilings installed by Precision Foundation Service, Inc.
- * This warranty will transfer at no charge. PFS must be notified in writing by certified mail or in person by owner named above at our business address within 30 days of closing date for transfer to be effective.

Job Site: 1758 FM 2434 Weimar, Texas 78962

PFS

PRECISION FOUNDATION SERVICE, INC.

Charles Everett, Jr., President

Charles E. Everett, Jr., President

Handwritten notes:
9-10-2020
Anne Harrington
9-10-2020
[Signature]

PFS

Service Agreement

PRECISION FOUNDATION SERVICE, INC.

8427 HAMMERLY BLVD. HOUSTON, TEXAS 77055
(713) 973-0114 FAX: (713) 973-0159

Inception date: 8/27/2020

Transfer date: 9/10/2020

Name: Anne Harrington

Street Address: 1758 FM 2434

City, State & Zip: Weimar, Texas 78962

* All material is guaranteed to be as specified. All work is completed in a workmanlike manner according to standard practices.

Ten Year Service Agreement

For a period of ten (10) years from date of completion of work, if elevation drops more than 1/2 inch in area that was injected, PFS, Inc. will reinject that area at the rate of \$11.00 per pound. This does not include any area that may heave. This guarantee applies to the injection locations completed and is transferable to any subsequent owners without charge.

* This warranty will transfer unlimited times within the 10 year period. PFS, Inc. must be notified in writing by certified mail or in person by owner named above at our business address within 30 days of closing date for transfer to be effective.

* Job Site: 1758 FM 2434 Weimar, Texas 78962

PFS

PRECISION FOUNDATION SERVICE, INC.

Charles Everett, Jr., President

Charles E. Everett, Jr., President

9-10-2020
Anne Harrington
9-10-2020
MFT

McGRORY ENGINEERING, INC.

August 27, 2020
Job #2069

Precision Foundation
8427 Hammerly
Houston, Texas 77055

FOUNDATION PILING INSTALLATION CERTIFICATE

1758 FM 2434
Weimar, TX

I CERTIFY that this foundation repair project meets the specifications as outlined on the Precision Foundation drawing.

A total of 24 exterior pilings were hydraulically driven bringing the slab beam up an average near the probable original slab level, working with the injected urethane, stabilizing the house in the area within the bounds of the pilings and urethane. The system should stabilize the foundation and prevent further movement,

Small sheetrock cracks may develop as a result of the frame movement due to lifting. These are cosmetic and should be repaired when all movement stops and frame stresses neutralize.

I FURTHER CERTIFY that the findings and conclusions contained in this report have been, to the best of my knowledge, correctly and completely stated without bias, and are based upon my knowledge and experience. No responsibility is assumed for the events that occur after the inspection and submission of this report and no warranty, either expressed or implied, is made.

CERTIFIED THIS 27th DAY OF AUGUST 2020

E Don McCrory PE
Engineering Firm 3951



9513 Bayou Brook, Houston, TX 77063
713-557-4606 | emccrory@sbcglobal.net

9-10-2020
Shane Hamilton
9-10-2020
JAF

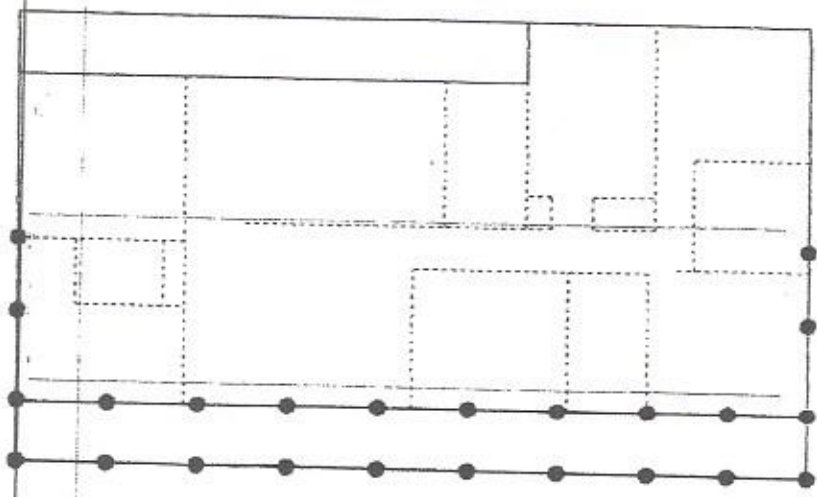
AMT 9-10-2020 Anne Deuninger 9-10-2020

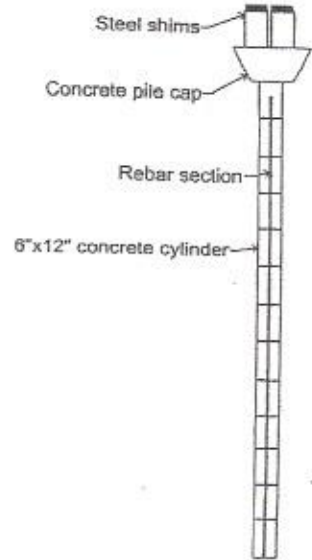
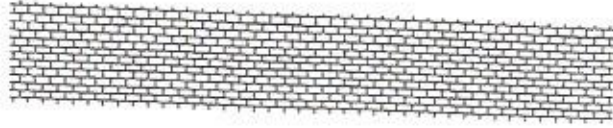
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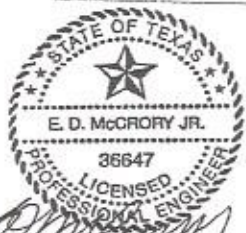


9/10/20
M. Pray Eng F3951





Piling to be driven to refusal



E. D. McCrory Jr.
8/21/20
McCrory Engineering F3951

9-10-2020
Anne Deeninger
9-19-2020
LJG