



RESIDENTIAL REAL ESTATE LISTING AGREEMENT
EXCLUSIVE RIGHT TO SELL

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2018

1. PARTIES: The parties to this agreement (this Listing) are:

Seller: Gregory McGrath, Melissa McGrath
Address: 35 Lyreleaf Pl.
City, State, Zip: The Woodlands, TX 77382
Phone: (832)381-4837
E-Mail: greggo1066@sbcglobal.net

Broker: RE/MAX The Woodlands & Spring
Address: 6620 Woodlands Parkway
City, State, Zip: The Woodlands, Tx 77382
Phone: (281)367-7770
E-Mail: becky@beckydrake.com

Seller appoints Broker as Seller's sole and exclusive real estate agent and grants to Broker the exclusive right to sell the Property.

2. PROPERTY: "Property" means the land, improvements, and accessories described below, except for any described exclusions.

A. Land: Lot 15, Block 01, DEL WEBB THE WOODLANDS 04
Addition, City of Spring
in Montgomery County, Texas known as 105 Highland Drive, 77382
(address/zip code),
or as described on attached exhibit. (If Property is a condominium, attach Condominium Addendum.)

B. Improvements: The house, garage and all other fixtures and improvements attached to the above-described real property, including without limitation, the following permanently installed and built-in items, if any: all equipment and appliances, valances, screens, shutters, awnings, wall-to-wall carpeting, mirrors, ceiling fans, attic fans, mail boxes, television antennas, mounts and brackets for televisions and speakers, heating and air-conditioning units, security and fire detection equipment, wiring, plumbing and lighting fixtures, chandeliers, water softener system, kitchen equipment, garage door openers, cleaning equipment, shrubbery, landscaping, outdoor cooking equipment, and all other property owned by Seller and attached to the above-described real property.

C. Accessories: The following described related accessories, if any: window air conditioning units, stove, fireplace screens, curtains and rods, blinds, window shades, draperies and rods, door keys, mailbox keys, above-ground pool, swimming pool equipment and maintenance accessories, artificial fireplace logs, and controls for: (i) satellite dish systems, (ii) garage doors, (iii) entry gates, and (iv) other improvements and accessories.

(TXR-1101) 02-01-18 Initialed for Identification by Broker/Associate [Signature] and Seller [Signature] [Signature]
Page 1 of 10

105 Highland Drive
Spring, TX 77382

Residential Listing concerning _____

D. **Exclusions:** The following improvements and accessories will be retained by Seller and must be removed prior to delivery of possession: See Attached List of Exclusions

E. **Owners' Association:** The property is is not subject to mandatory membership in a property owners' association.

3. **LISTING PRICE:** Seller instructs Broker to market the Property at the following price: \$ 549,900 (Listing Price). Seller agrees to sell the Property for the Listing Price or any other price acceptable to Seller. Seller will pay all typical closing costs charged to sellers of residential real estate in Texas (seller's typical closing costs are those set forth in the residential contract forms promulgated by the Texas Real Estate Commission).

4. **TERM:**

A. This Listing begins on 1/7/20 and ends at 11:59 p.m. on 6/7/20.

B. If Seller enters into a binding written contract to sell the Property before the date this Listing begins and the contract is binding on the date this Listing begins, this Listing will not commence and will be void.

5. **BROKER'S COMPENSATION:**

A. When earned and payable, Seller will pay Broker:

(1) 6.000 % of the sales price.

(2) _____

B. **Earned:** Broker's compensation is earned when any one of the following occurs during this Listing:

- (1) Seller sells, exchanges, options, agrees to sell, agrees to exchange, or agrees to option the Property to anyone at any price on any terms;
- (2) Broker individually or in cooperation with another broker procures a buyer ready, willing, and able to buy the Property at the Listing Price or at any other price acceptable to Seller; or
- (3) Seller breaches this Listing.

C. **Payable:** Once earned, Broker's compensation is payable either during this Listing or after it ends at the earlier of:

- (1) the closing and funding of any sale or exchange of all or part of the Property;
- (2) Seller's refusal to sell the Property after Broker's compensation has been earned;
- (3) Seller's breach of this Listing; or
- (4) at such time as otherwise set forth in this Listing.

Broker's compensation is not payable if a sale of the Property does not close or fund as a result of: (i) Seller's failure, without fault of Seller, to deliver to a buyer a deed or a title policy as required by the contract to sell; (ii) loss of ownership due to foreclosure or other legal proceeding; or (iii) Seller's failure to restore the Property, as a result of a casualty loss, to its previous condition by the closing date set forth in a contract for the sale of the Property.

D. **Other Compensation:**

(1) **Breach by Buyer Under a Contract:** If Seller collects earnest money, the sales price, or damages by suit, compromise, settlement, or otherwise from a buyer who breaches a contract for the sale of the Property entered into during this Listing, Seller will pay Broker, after deducting attorney's fees and collection expenses,

^{DS}
MM

105 Highland Drive
Spring, TX 77382

Residential Listing concerning _____

an amount equal to the lesser of one-half of the amount collected after deductions or the amount of the Broker's Compensation stated in Paragraph 5A. Any amount paid under this Paragraph 5D(1) is in addition to any amount that Broker may be entitled to receive for subsequently selling the Property.

(2) **Service Providers:** If Broker refers Seller or a prospective buyer to a service provider (for example, mover, cable company, telecommunications provider, utility, or contractor) Broker may receive a fee from the service provider for the referral. Any referral fee Broker receives under this Paragraph 5D(2) is in addition to any other compensation Broker may receive under this Listing.

(3) **Other Fees and/or Reimbursable Expenses:** N/A

E. Protection Period:

(1) "Protection period" means that time starting the day after this Listing ends and continuing for 30 days. "Sell" means any transfer of any fee simple interest in the Property whether by oral or written agreement or option.

(2) Not later than 10 days after this Listing ends, Broker may send Seller written notice specifying the names of persons whose attention was called to the Property during this Listing. If Seller agrees to sell the Property during the protection period to a person named in the notice or to a relative of a person named in the notice, Seller will pay Broker, upon the closing of the sale, the amount Broker would have been entitled to receive if this Listing were still in effect.

(3) This Paragraph 5E survives termination of this Listing. This Paragraph 5E will not apply if:
(a) Seller agrees to sell the Property during the protection period;
(b) the Property is exclusively listed with another broker who is a member of Texas REALTORS® at the time the sale is negotiated; and
(c) Seller is obligated to pay the other broker a fee for the sale.

F. County: All amounts payable to Broker are to be paid in cash in Montgomery County, Texas.

G. Escrow Authorization: Seller authorizes, and Broker may so instruct, any escrow or closing agent authorized to close a transaction for the purchase or acquisition of the Property to collect and disburse to Broker all amounts payable to Broker under this Listing.

6. LISTING SERVICES:

A. Filing: Seller instructs Broker as follows: *(Check 1 or 2 only.)*

(1) Broker will file this Listing with one or more Multiple Listing Services (MLS) according to the following: *(Check only one box.)*

(a) Broker will file this Listing with one or more Multiple Listing Services (MLS) by the earlier of the time required by MLS rules or 5 days after the date this Listing begins. Seller authorizes Broker to submit information about this Listing and the sale of the Property to the MLS.

(b) Seller instructs Broker not to file this Listing with one or more Multiple Listing Services (MLS) until _____ days after the date this Listing begins for the following purpose(s): _____

(Note: Do not check if prohibited by Multiple Listing Service(s).)

Notice: MLS rules require Broker to accurately and timely submit all information the MLS requires including final closing of sales and sales prices. MLS rules may require that the information be submitted to the MLS throughout the time the Listing is in effect. Subscribers to the MLS and appraisal districts may use the information for market evaluation or appraisal purposes. Subscribers are other brokers, agents, and real estate professionals such as appraisers. Any information filed with the MLS becomes the property of the MLS

for all purposes. Submission of information to MLS ensures that persons who use and benefit from the MLS also contribute information.

- (2) Broker will not file this Listing with any Multiple Listing Services (MLS) or other listing services.

Notice: Seller acknowledges and understands that if this option is checked: (1) Seller's Property will not be included in the MLS database available to real estate agents and brokers from other real estate offices who subscribe to and participate in the MLS, and their buyer clients may not be aware that Seller's Property is offered for sale; (2) Seller's Property will not be included in the MLS's download to various real estate Internet sites that are used by the public to search for property listings; and (3) real estate agents, brokers, and members of the public may be unaware of the terms and conditions under which Seller is marketing the Property.

- B. **Listing Content:** If Broker files this Listing under Paragraph 6A(1)(a) or (b), the parties agree to the following:

(1) **Definitions:**

- (a) "Listing Content" means all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property.
- (b) "Seller Listing Content" means Listing Content provided by Seller to Broker or Broker's associates.
- (c) "Broker Listing Content" means Listing Content that is otherwise obtained or produced by Broker or Broker's associates in connection with this Listing.

(2) Seller grants Broker a non-exclusive, irrevocable, worldwide, royalty-free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content, including any derivative works of the Seller Listing Content. This Paragraph 6B(2) survives termination of this Listing.

(3) All Broker Listing Content is owned exclusively by Broker, and Seller has no right, title or interest in or to any Broker Listing Content.

(4) Seller understands and agrees that both the Seller Listing Content and Broker Listing Content, including any changes to such content, may be filed with the MLS, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced.

7. **ACCESS TO THE PROPERTY:**

- A. **Authorizing Access:** Authorizing access to the Property means giving permission to another person to enter the Property, disclosing to the other person any security codes necessary to enter the Property, and lending a key to the other person to enter the Property, directly or through a keybox. To facilitate the showing and sale of the Property, Seller instructs Broker to:

- (1) access the Property at reasonable times;
- (2) authorize other brokers, their associates, inspectors, appraisers, and contractors to access the Property at reasonable times; and
- (3) duplicate keys to facilitate convenient and efficient showings of the Property.

- B. **Scheduling Companies:** Broker may engage the following companies to schedule appointments and to authorize others to access the Property: Centralized Showing Service

- C. **Keybox:** A keybox is a locked container placed on the Property that holds a key to the Property. A keybox makes it more convenient for brokers, their associates, inspectors, appraisers, and contractors to show, inspect, or repair the Property. The keybox is opened by a special combination, key, or programmed device so that authorized persons may enter the Property, even in Seller's absence. Using a keybox will probably increase the number of showings, but involves risks (for example, unauthorized entry, theft, property damage, or personal injury). Neither the Association of REALTORS® nor MLS requires the use of a keybox.

(1) Broker is is not authorized to place a keybox on the Property.

(2) If a tenant occupies the Property at any time during this Listing, Seller will furnish Broker a written statement (for example, TXR No. 1411), signed by all tenants, authorizing the use of a keybox or Broker may remove the keybox from the Property.

D. **Liability and Indemnification:** When authorizing access to the Property, Broker, other brokers, their associates, any keybox provider, or any scheduling company are not responsible for personal injury or property loss to Seller or any other person. Seller assumes all risk of any loss, damage, or injury. **Except for a loss caused by Broker, Seller will indemnify and hold Broker harmless from any claim for personal injury, property damage, or other loss.**

8. **COOPERATION WITH OTHER BROKERS:** Broker will allow other brokers to show the Property to prospective buyers. Broker will offer to pay the other broker a fee as described below if the other broker procures a buyer that purchases the Property.

A. **MLS Participants:** If the other broker is a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the buyer: 3.000 % of the sales price or \$ _____; and
- (2) if the other broker is a subagent: n/a % of the sales price or \$ _____.

B. **Non-MLS Brokers:** If the other broker is not a participant in the MLS in which this Listing is filed, Broker will offer to pay the other broker:

- (1) if the other broker represents the buyer: 3.000 % of the sales price or \$ _____; and
- (2) if the other broker is a subagent: n/a % of the sales price or \$ _____.

9. **INTERMEDIARY:** (Check A or B only.)

A. **Intermediary Status:** Broker may show the Property to interested prospective buyers who Broker represents. If a prospective buyer who Broker represents offers to buy the Property, Seller authorizes Broker to act as an intermediary and Broker will notify Seller that Broker will service the parties in accordance with one of the following alternatives.

(1) If a prospective buyer who Broker represents is serviced by an associate other than the associate servicing Seller under this Listing, Broker may notify Seller that Broker will: (a) appoint the associate then servicing Seller to communicate with, carry out instructions of, and provide opinions and advice during negotiations to Seller; and (b) appoint the associate then servicing the prospective buyer to the prospective buyer for the same purpose.

(2) If a prospective buyer who Broker represents is serviced by the same associate who is servicing Seller, Broker may notify Seller that Broker will: (a) appoint another associate to communicate with, carry out instructions of, and provide opinions and advice during negotiations to the prospective buyer; and (b) appoint the associate servicing the Seller under this Listing to the Seller for the same purpose.

(3) Broker may notify Seller that Broker will make no appointments as described under this Paragraph 9A and, in such an event, the associate servicing the parties will act solely as Broker's intermediary representative, who may facilitate the transaction but will not render opinions or advice during negotiations to either party.

B. No Intermediary Status: Seller agrees that Broker will not show the Property to prospective buyers who Broker represents.

Notice: If Broker acts as an intermediary under Paragraph 9A, Broker and Broker's associates:

- ◆ may not disclose to the prospective buyer that Seller will accept a price less than the asking price unless otherwise instructed in a separate writing by Seller;
- ◆ may not disclose to Seller that the prospective buyer will pay a price greater than the price submitted in a written offer to Seller unless otherwise instructed in a separate writing by the prospective buyer;
- ◆ may not disclose any confidential information or any information Seller or the prospective buyer specifically instructs Broker in writing not to disclose unless otherwise instructed in a separate writing by the respective party or required to disclose the information by the Real Estate License Act or a court order or if the information materially relates to the condition of the property;
- ◆ may not treat a party to the transaction dishonestly; and
- ◆ may not violate the Real Estate License Act.

10. CONFIDENTIAL INFORMATION: During this Listing or after it ends, Broker may not knowingly disclose information obtained in confidence from Seller except as authorized by Seller or required by law. Broker may not disclose to Seller any confidential information regarding any other person Broker represents or previously represented except as required by law.

11. BROKER'S AUTHORITY:

A. Broker will use reasonable efforts and act diligently to market the Property for sale, procure a buyer, and negotiate the sale of the Property.

B. Broker is authorized to display this Listing on the Internet without limitation unless one of the following is checked:

- (1) Seller does not want this Listing to be displayed on the Internet.
- (2) Seller does not want the address of the Property to be displayed on the Internet.

Notice: Seller understands and acknowledges that, if box 11B(1) is selected, consumers who conduct searches for listings on the Internet will not see information about this Listing in response to their search.

C. Broker is authorized to market the Property with the following financing options:

- | | |
|--|--|
| <input checked="" type="checkbox"/> (1) Conventional | <input type="checkbox"/> (5) Texas Veterans Land Program |
| <input checked="" type="checkbox"/> (2) VA | <input type="checkbox"/> (6) Owner Financing |
| <input type="checkbox"/> (3) FHA | <input type="checkbox"/> (7) Other |
| <input checked="" type="checkbox"/> (4) Cash | |

D. In addition to other authority granted by this Listing, Broker may:

- (1) advertise the Property by means and methods as Broker determines, including but not limited to creating and placing advertisements with interior and exterior photographic and audio-visual images of the Property and related information in any media and the Internet;
- (2) place a "For Sale" sign on the Property and remove all other signs offering the Property for sale or lease;
- (3) furnish comparative marketing and sales information about other properties to prospective buyers;
- (4) disseminate information about the Property to other brokers and to prospective buyers, including applicable disclosures or notices that Seller is required to make under law or a contract;
- (5) obtain information from any holder of a note secured by a lien on the Property;

- (6) accept and deposit earnest money in trust in accordance with a contract for the sale of the Property;
- (7) disclose the sales price and terms of sale to other brokers, appraisers, or other real estate professionals;
- (8) in response to inquiries from prospective buyers and other brokers, disclose whether the Seller is considering more than one offer (Broker will not disclose the terms of any competing offer unless specifically instructed by Seller);
- (9) advertise, during or after this Listing ends, that Broker "sold" the Property; and
- (10) place information about this Listing, the Property, and a transaction for the Property on an electronic transaction platform (typically an Internet-based system where professionals related to the transaction such as title companies, lenders, and others may receive, view, and input information).

E. Broker is not authorized to execute any document in the name of or on behalf of Seller concerning the Property.

12. SELLER'S REPRESENTATIONS: Except as provided by Paragraph 15, Seller represents that:

- A. Seller has fee simple title to and peaceable possession of the Property and all its improvements and fixtures, unless rented, and the legal capacity to convey the Property;
- B. Seller is not bound by a listing agreement with another broker for the sale, exchange, or lease of the Property that is or will be in effect during this Listing;
- C. any pool or spa and any required enclosures, fences, gates, and latches comply with all applicable laws and ordinances;
- D. no person or entity has any right to purchase, lease, or acquire the Property by an option, right of refusal, or other agreement;
- E. Seller is current and not delinquent on all loans and all other financial obligations related to the Property, including but not limited to mortgages, home equity loans, home improvement loans, homeowner association fees, and taxes, except _____;
- F. Seller is not aware of any liens or other encumbrances against the Property, except _____;
- G. the Property is not subject to the jurisdiction of any court;
- H. all information relating to the Property Seller provides to Broker is true and correct to the best of Seller's knowledge; and
- I. the name of any employer, relocation company, or other entity that provides benefits to Seller when selling the Property is: _____; and
- J. the Seller Listing Content, and the license granted to Broker for the Seller Listing Content, do not violate or infringe upon the rights, including any copyright rights, of any person or entity.

13. SELLER'S ADDITIONAL PROMISES: Seller agrees to:

- A. cooperate with Broker to facilitate the showing, marketing, and sale of the Property;
- B. not rent or lease the Property during this Listing without Broker's prior written approval;
- C. not negotiate with any prospective buyer who may contact Seller directly, but refer all prospective buyers to Broker;
- D. not enter into a listing agreement with another broker for the sale, exchange, lease, or management of the Property to become effective during this Listing without Broker's prior written approval;
- E. maintain any pool and all required enclosures in compliance with all applicable laws and ordinances;
- F. provide Broker with copies of any leases or rental agreements pertaining to the Property and advise Broker of tenants moving in or out of the Property;
- G. complete any disclosures or notices required by law or a contract to sell the Property; and
- H. amend any applicable notices and disclosures if any material change occurs during this Listing.

14. LIMITATION OF LIABILITY:

- A. If the Property is or becomes vacant during this Listing, Seller must notify Seller's casualty insurance company and request a "vacancy clause" to cover the Property. Broker is not responsible for the security of the Property nor for inspecting the Property on any periodic basis.
- B. **Broker is not responsible or liable in any manner for personal injury to any person or for loss or damage to any person's real or personal property resulting from any act or omission not caused by Broker's negligence, including but not limited to injuries or damages caused by:**
 - (1) other brokers, their associates, inspectors, appraisers, and contractors who are authorized to access the Property;
 - (2) other brokers or their associates who may have information about the Property on their websites;
 - (3) acts of third parties (for example, vandalism or theft);
 - (4) freezing water pipes;
 - (5) a dangerous condition on the Property;
 - (6) the Property's non-compliance with any law or ordinance; or
 - (7) Seller, negligently or otherwise.
- C. **Seller agrees to protect, defend, indemnify, and hold Broker harmless from any damage, costs, attorney's fees, and expenses that:**
 - (1) are caused by Seller, negligently or otherwise;
 - (2) arise from Seller's failure to disclose any material or relevant information about the Property; or
 - (3) are caused by Seller giving incorrect information to any person.

15. SPECIAL PROVISIONS:

Broker to enroll home in Seller's Coverage with a home warranty company during the listing period at seller's expense not to exceed \$180.00, payable at closing or termination of listing agreement.

16. DEFAULT: If Seller breaches this Listing, Seller is in default and will be liable to Broker for the amount of the Broker's compensation specified in Paragraph 5A and any other compensation Broker is entitled to receive under this Listing. If a sales price is not determinable in the event of an exchange or breach of this Listing, the Listing Price will be the sales price for purposes of computing compensation. If Broker breaches this Listing, Broker is in default and Seller may exercise any remedy at law.

17. MEDIATION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this Listing that may arise between the parties. If the dispute cannot be resolved by negotiation, the dispute will be submitted to mediation. The parties to the dispute will choose a mutually acceptable mediator and will share the cost of mediation equally.

18. ATTORNEY'S FEES: If Seller or Broker is a prevailing party in any legal proceeding brought as a result of a dispute under this Listing or any transaction related to or contemplated by this Listing, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.

19. ADDENDA AND OTHER DOCUMENTS: Addenda that are part of this Listing and other documents that Seller may need to provide are:

- A. Information About Brokerage Services;
- B. Seller Disclosure Notice (§5.008, Texas Property Code);

(TXR-1101) 02-01-18

Initialed for Identification by Broker/Associate RYP and Seller GM

^{DS}
MM

Residential Listing concerning _____

- C. Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (required if Property was built before 1978);
- D. Residential Real Property Affidavit (T-47 Affidavit; related to existing survey);
- E. MUD, Water District, or Statutory Tax District Disclosure Notice (Chapter 49, Texas Water Code);
- F. Request for Information from an Owners' Association;
- G. Request for Mortgage Information;
- H. Information about Mineral Clauses in Contract Forms;
- I. Information about On-Site Sewer Facility;
- J. Information about Property Insurance for a Buyer or Seller;
- K. Information about Special Flood Hazard Areas;
- L. Condominium Addendum to Listing;
- M. Keybox Authorization by Tenant;
- N. Seller's Authorization to Release and Advertise Certain Information; and
- O. **Supplemental Seller's Disclosures**

20. AGREEMENT OF PARTIES:

- A. **Entire Agreement:** This Listing is the entire agreement of the parties and may not be changed except by written agreement.
- B. **Assignability:** Neither party may assign this Listing without the written consent of the other party.
- C. **Binding Effect:** Seller's obligation to pay Broker an earned compensation is binding upon Seller and Seller's heirs, administrators, executors, successors, and permitted assignees.
- D. **Joint and Several:** All Sellers executing this Listing are jointly and severally liable for the performance of all its terms.
- E. **Governing Law:** Texas law governs the interpretation, validity, performance, and enforcement of this Listing.
- F. **Severability:** If a court finds any clause in this Listing invalid or unenforceable, the remainder of this Listing will not be affected and all other provisions of this Listing will remain valid and enforceable.
- G. **Notices:** Notices between the parties must be in writing and are effective when sent to the receiving party's address, fax, or e-mail address specified in Paragraph 1.

21. ADDITIONAL NOTICES:

- A. **Broker's compensation or the sharing of compensation between brokers is not fixed, controlled, recommended, suggested, or maintained by the Association of REALTORS®, MLS, or any listing service.**
- B. **In accordance with fair housing laws and the National Association of REALTORS® Code of Ethics, Broker's services must be provided and the Property must be shown and made available to all persons without regard to race, color, religion, national origin, sex, disability, familial status, sexual orientation, or gender identity. Local ordinances may provide for additional protected classes (for example, creed, status as a student, marital status, or age).**
- C. **Broker advises Seller to contact any mortgage lender or other lien holder to obtain information regarding payoff amounts for any existing mortgages or liens on the Property.**
- D. **Broker advises Seller to review the information Broker submits to an MLS or other listing service.**

(TXR-1101) 02-01-18

Initialed for Identification by Broker/Associate

RKD and Seller *GM* *MM*

Page 9 of 10

- E. Broker advises Seller to remove or secure jewelry, prescription drugs, other valuables, firearms and any other weapons.
- F. Broker advises Seller to consult an attorney before using any type of surveillance device in the Property to record or otherwise monitor prospective buyers without their knowledge or consent. Seller should be aware that a prospective buyer might photograph or otherwise record the Property without Seller's knowledge or consent.
- G. Statutes or ordinances may regulate certain items on the Property (for example, swimming pools and septic systems). Non-compliance with the statutes or ordinances may delay a transaction and may result in fines, penalties, and liability to Seller.
- H. If the Property was built before 1978, Federal law requires the Seller to: (1) provide the buyer with the federally approved pamphlet on lead poisoning prevention; (2) disclose the presence of any known lead-based paint or lead-based paint hazards in the Property; (3) deliver all records and reports to the buyer related to such paint or hazards; and (4) provide the buyer a period up to 10 days to have the Property inspected for such paint or hazards.
- I. If Seller is a "foreign person" as defined by federal law, a buyer may be required to withhold certain amounts from the sales proceeds and deliver the same to the Internal Revenue Service to comply with applicable tax law. A "foreign person" is a: (1) nonresident alien individual; (2) foreign corporation that has not made an election under section 897(i) of the Internal Revenue Code to be treated as a domestic corporation; or (3) foreign partnership, trust, or estate. The definition does not include a resident alien individual. Seller notifies Broker that Seller is is not a "foreign person" as defined by federal law. If Seller is unsure whether Seller qualifies as a "foreign person" under federal law, Broker advises Seller to consult a tax professional or an attorney.
- J. Broker advises Seller to refrain from transmitting personal information, such as bank account numbers or other financial information, via unsecured email or other electronic communication to reduce risk of wire fraud.
- K. Broker cannot give legal advice. READ THIS LISTING CAREFULLY. If you do not understand the effect of this Listing, consult an attorney BEFORE signing.

RE/MAX The Woodlands & Spring
 Broker's Printed Name Rebecca L. Drake License No. 0475259
 Broker's Signature Date _____
 Broker's Associate's Signature, as an authorized agent of Broker

Becky Drake
 Broker's Associate's Printed Name, if applicable _____

McGrath
Gregory McGrath
 Seller's Printed Name _____
 DocuSigned by: [Signature] 1/6/2020
 Seller's Signature _____ Date _____

McGrath
Melissa McGrath
 Seller's Printed Name _____
 DocuSigned by: [Signature] 1/6/2020
 Seller's Signature _____ 30CE0FF990F4448 _____ Date _____



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.

<u>RE/MAX The Woodlands & Spring</u>	<u>475259</u>	<u>brokersupport@rmtws.com</u>	<u>(281)367-7770</u>
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
<u>Patricia J. Manicom</u>	<u>494662</u>	<u>brokersupport@rmtws.com</u>	<u>(281)367-7770</u>
Designated Broker of Firm	License No.	Email	Phone
<u>Danna Furnace-Grimes</u>	<u>637256</u>	<u>brokersupport@rmtws.com</u>	<u>(281)367-7770</u>
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
<u>Becky Drake</u>	<u>355972</u>	<u>becky@beckydrake.com</u>	<u>(713)203-3209</u>
Sales Agent/Associate's Name	License No.	Email	Phone
<u>DM</u>	<u>MM</u>	<u>1/6/19</u>	
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission
TXR-2501

RE/MAX The Woodlands & Spring, 6620 Woodlands Parkway The Woodlands TX 77382
Becky Drake

Information available at www.trec.texas.gov
IABS 1-0 Date

Phone 281.367.7770 Fax 281.362.2525

BLANK



SELLER'S DISCLOSURE NOTICE

©Texas Association of REALTORS®, Inc. 2019

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: 105 Highland Drive, The woodlands, Texas 77382

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? November 2019 (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 Fan	X		
Fences	X		
Fire Detection Equipment	X		
French Drain	X		
Gas Fixtures	X		
Natural Gas Lines	X		

Item	Y	N	U
Liquid Propane (LP) 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: <input type="checkbox"/> sump <input type="checkbox"/> 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			<input checked="" type="checkbox"/> electric <input type="checkbox"/> gas number of units: 1
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			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: 1
Other Heat		X		if yes, describe:
Oven	X			number of ovens: 2 <input type="checkbox"/> electric <input checked="" type="checkbox"/> gas
Fireplace & Chimney	X			<input type="checkbox"/> wood <input checked="" type="checkbox"/> gas log <input type="checkbox"/> mock
Carport		X		<input type="checkbox"/> attached <input type="checkbox"/> not attached
Garage	X			<input checked="" type="checkbox"/> attached <input type="checkbox"/> not attached
Garage Door Openers	X			number of units: 1 number of remotes: 2
Satellite Dish & Controls		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from:
Security System	X			<input checked="" type="checkbox"/> owned <input type="checkbox"/> leased from:
Solar Panels		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from:
Water Heater	X			<input type="checkbox"/> electric <input checked="" type="checkbox"/> gas number of units: 1
Water Softener		X		<input type="checkbox"/> owned <input type="checkbox"/> leased from:

Other Leased Item(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	if yes, describe:
Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/> automatic <input type="checkbox"/> manual areas covered: all
Septic / On-Site Sewer Facility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	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-1906 concerning lead-based paint hazards).

Roof Type: Composite (Shingles)

Age: 2 (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 in need of repair? Yes No If Yes, describe:

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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Item	Y	N
Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Foundation / Slab(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Roof	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Item	Y	N
Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other Structural Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

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

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	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: <input type="checkbox"/> Oak Wilt	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Roof Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Condition	Y	N
Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>



Previous Other Structural Repairs		X
Previous Use of Premises for Manufacture of Methamphetamine		X

Termite or WDI damage needing repair		X
Single Blockable Main Drain in Pool/Hot Tub/Spa*		X

If the answer to any of the items in Section 3 is Yes, explain:

*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:

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 flood pool.
- Located wholly partly in a reservoir.

If the answer to any of the above is yes, explain:

**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.

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

- 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.
- 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 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:

- 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

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



- Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)
- Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.
- Any condition on the Property which materially affects the health or safety of an individual.
- 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).
- 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.
- The Property is located in a propane gas system service area owned by a propane distribution system retailer.
- Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

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

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, other than flood 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?* Yes No Unknown

If No or Unknown, explain:

**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,*



RE/MAX The Woodlands & Spring

SUPPLEMENTAL SELLER'S DISCLOSURE

NOTICE TO SELLER: This Supplemental Seller's Disclosure must be completed by Seller(s) at the time that Seller enters into a listing agreement with RE/MAX The Woodlands & Spring. This Supplemental Seller's Disclosure will be provided to any person who seeks information regarding the property during the listing period. This Supplemental Seller's Disclosure is not intended to take the place of the Seller's Disclosure Notice required by Section 5.008 of the Texas Property Code.

NOTICE TO BUYER: This Supplemental Seller's Disclosure has been completed solely by Seller(s). RE/MAX The Woodlands & Spring and its sales associates have no personal knowledge of the information contained herein and make no representation or warranties regarding the accuracy of the information contained herein. Furthermore, Seller has not verbally advised sales associates of any defects not listed in the Seller's Disclosure Notice of this Supplemental Seller's Disclosure.

Property Address: 105 Highland Drive, The woodlands, Texas 77382

Seller(s) shall answer each of the following questions. The answers shall be based not only on personal knowledge of Seller(s) but also on my second-hand knowledge obtained by Seller(s) from any source. If any of the questions below are answered "Yes", then explain your answers in the spaces provided under each question. Use additional sheets if necessary.

1. Do you know of any prior water penetration at the property? For purposes of this question, "water penetration" means the intrusion of exterior water into and/or through the walls, roof or foundation of the structures on the property, and intrusion of water into the interior of any structure resulting from a leak, broken fixture or pipe, floods, rising water of any source, or similar source.
 Yes No Explain _____

2. Has there ever been visible mold or mildew at any place on the property?
 Yes No Explain _____

3. Do you know of any insurance claims relating the property during the past five (5) years?
 Yes No Explain _____

4. Do you know that there has ever been improper drainage on the property?
 Yes No Explain _____

5. Do you know that any owner of the property ever protested the appraised value of the property with the applicable district based on an alleged defect of the property or condition in need of repair?
 Yes No Explain _____

6. Do you know, or have you ever heard that any structure on the property is clad with Exterior Insulation Finishing System ("EIFS") or "synthetic stucco"?
 Yes No Explain _____

Seller Initials GM MM Buyer Initials _____





DISCLOSURE OF RELATIONSHIP WITH RESIDENTIAL SERVICE COMPANY

RESIDENTIAL SERVICE CONTRACTS. A residential service contract is a product under which a residential service company, for a fee, agrees to repair or replace certain equipment or items in a property. Co-payments typically apply to most service calls. Residential service companies are licensed and regulated by the Texas Real Estate Commission. The extent of coverage and the cost of coverage will vary. Before buying a residential service contract, the buyer should read the contract and consider comparing it with the extent of coverage and costs from several other residential service companies. You may obtain a list of the residential service companies licensed in Texas at http://www.trec.texas.gov. YOU MAY CHOOSE ANY COMPANY.

THE PURCHASE OF A RESIDENTIAL SERVICE CONTRACT IS OPTIONAL. The TREC promulgated residential contract forms contain a paragraph in which the parties may negotiate whether the seller will reimburse the buyer the cost of a residential service contract. The choice of the residential service company and extent of coverage lies with the buyer. NEITHER A BROKER/SALES AGENT NOR A SELLER MAY CONDITION THE SALE OF A PROPERTY ON THE BUYER'S PURCHASE OF A RESIDENTIAL SERVICE CONTRACT.

Other Broker/Sale Agent will receive no compensation from a residential service company.

Listing Broker/Sales Agent will receive no compensation from a residential service company.

Other Broker/Sales Agent receives compensation from the following residential service company

Listing Broker/Sales Agent receives compensation from the following residential service company:

for providing the following services:

for providing the following services:

The compensation is not contingent upon a party to the real estate transaction purchasing a contract or services from the residential service company.

The compensation is the fee for the services that Listing Broker or Other Broker, either directly or through an agent, provides to the company. As required by the Real Estate Settlement Procedures Act and HUD Regulation X, any fees paid to a settlement services provider are limited to the reasonable value of services actually rendered.

Other Broker's Name License No. By:

RE/MAX The Woodlands & Spring Listing Broker's Name 0475259 License No. 1/6/2020 By: Becky Drake

The undersigned acknowledges receipt of this notice:

Buyer

DocuSigned by: Seller Gregory McGrath 1/6/2020

Buyer

Seller Melissa McGrath 1/6/2020

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms or contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (http://www.trec.texas.gov) RSC-2

Seller's List of Exclusions

Curtains and Rods, Draperies, Blinds, Towel Racks, etc. _____

Shutters, Exterior Window Coverings, Awnings, etc. _____

Attached Mirrors, Decorations, etc. _____

TV Antennae, Satellite Dish TV's go (brackets stay)

Media Equip., Surround Sound Equip., Projector, etc. _____

Ceiling Fans, Chandeliers, other Fixtures _____

Window A/C, Water Softener _____

Installed Outdoor Cooking Equipment _____

Plants, Shrubberies, Trees, etc. _____

Fireplace Screens/Doors, Gas Logs/Rocks, Andirons _____

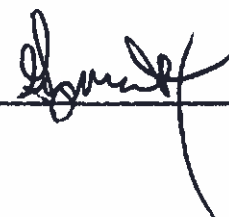
Swing Sets, Playground Equip., Basketball Goals, etc. _____

Fountains, Bird Baths, Yard Ornaments, etc. statue in front flower bed

Workbench, Shelving, Pegboards, etc. _____

Washer, Dryer, Kitchen Fridge Extra Fridge, Wine Fridge _____

Other _____

Sellers' Signature(s) 

DocuSigned by:
Melissa McGrath
30CE0FF990F4448...

Buyers' Signatures _____



Becky Drake RE/MAX The Woodlands & Spring
Direct 281-363-5861 Cell 713-203-3209
6620 Woodlands Parkway, The Woodlands, TX, 77382



105 Highland Dr., Spring , TX 77382 (HAR BDRAKE)

Status: ACT
In-House Status:
Listing Price: \$549,900
Listing Date: 01/08/2020
Expiration Date: 06/07/2020
Listing Office: RE/MAX The Woodlands & Spring
Primary Listing Agent: Rebecca Drake
Bedrooms:
Bathrooms:



Appointment Basics

Appt Type:	Courtesy Call	Allow Inspections?	Yes
Allow Appraisals?	Yes	Overlapping Appts?	Default to higher level setting
Online Appts?	Yes		

Contacts

Name	Confirm By	Notify By	Phone Numbers	Email Address	Txt Msg
Rebecca Drake Listing Agent		Email Txt Msg	(713) 203-3209	becky@beckydrake.com	(713) 203-3209 (713) 203-3209
Greg McGrath Owner / Occupant		Courtesy Call Email Txt Msg	(832) 381-4837	greggo1066@sbcglobal.net	(832) 381-4837

Access Information

Lockbox Type:	Supra iBox	Alarm Disarm Code:	
Lockbox Notes:	Front Door	Alarm Arm Code:	
		Alarm Passcode:	
		Alarm Notes:	

Showing Instructions

Notes for Staff:	
Show Agent Instr:	Please turn off all lights and lock doors, Please leave a business card and feedback
Directions:	

Deemed reliable, but is not guaranteed. Subject to ShowingTime's Terms and Conditions. Prepared by Rebecca Drake on 01/08/2020 at 1:18 PM



Single-Family

Active

ML#: **24503627** List Price: **\$549,900**
 Address: **105 Highland Drive** Orig Price: **\$549,900**
 Area: **15** LP/SF: **\$198.45**
 Tax Acc #: **4023-04-01500** DOM:
 City/Location: **Spring** State: **Texas**
 County: **Montgomery** Zip Code: **77382 - 1837**
 Market Area: **Magnolia/1488 East** Key Map:
 Subdivision: **Del Webb The Woodlands** Country: **United States**
 Lot Size: **9,564 / Appr Dist** Section #: **04**
 Lot Value: **No** SqFt: **2,771 / Appr Dist**
 Master Planned: **No** Lease Also: **No**
 Legal Desc: **\$402304 - DEL WEBB THE WOODLANDS 04, BLOCK 1, LOT 15** Year Built: **2017 / Appr Dist**

Directions: **I-45 North towards The Woodlands. Exit 81 (FM1488) West on FM 1488 approx. 5 miles Community is on left at Old Conroe Rd/Del Webb Blvd intersection.**

Recent Change: **01/08/2020 : NEW**

Listing Office Information

List Broker: **RMXB01 /RE/MAX The Woodlands & Spring** [Request an Appointment](#)
 List Agent: **BECKYD/Rebecca L. Drake** Appt #: **713-977-7469 / Showing Service**
 Agent Cell: **713-203-3209** Agent Phone: **713-203-3209**
 Address: **6620 Woodlands Parkway, The Woodlands TX 77382** Office Phone: **281-367-7770 Ext:1133**
 Alt Phone: **713-203-3209 / Alternate Agent** PM #: **713-203-3209**
 List Agent Web: <http://www.beckydrake.com> Fax #: **281-362-2525**
 Agent Email: becky@beckydrake.com
 Licensed Supervisor: **Patricia Manicom** Office Web: <http://www.thewoodlands-spring.com>

School Information

School District: **36 - Magnolia** Elem: **TOM E. ELLISOR ELEMENTARY SCHOOL**
 Middle: **BEAR BRANCH JUNIOR HIGH SCHOOL** High: **MAGNOLIA HIGH SCHOOL**

SCHOOL INFORMATION IS COMPUTER GENERATED AND MAY NOT BE ACCURATE OR CURRENT. BUYER MUST INDEPENDENTLY VERIFY AND CONFIRM ENROLLMENT.

Description Information

Style: **Traditional** # Stories: **1** Bedrooms: **2/**
 Type: **Free Standing** Access: **Automatic Gate** Baths F/H: **2/1**
 New Constr.: **No** Appx Complete: Builder Nm: **Del Webb**
 Lot Dim: Acres: **.22**
 Frt. Door Faces: Garage: **2/Attached Garage, Oversized Garage**
 Gar/Car: Carport

Showing Instruct: **Appointment Required, Leave Business Card, Lockbox Front, Supra Keybox**

Agent Remarks:

Please contact us for a preference on title company information. Supervisor - Pat Manicom License No. 494662, Brokerage - RE/MAX The Woodlands & Spring #0475259, Agent - Becky Drake #0355972

Public Remarks:

Lightly Lived-In & Better than NEW! This Open Tangerly Oak plan in the prestigious Del Webb Community on oversized, private lot backing to wooded reserve. This charming home features a front porch, w/a lovely entryway that is warm & inviting w/its rich wood floors, study w/french doors offering quiet workspace. Hunter Douglas Shades throughout & electric on the front & back windows. Spacious living area w/Gaslog Fireplace open to the Dining Area & Island Kitchen w/breakfast bar, UPGRADED SS appliances, double ovens, lots of storage, granite countertops, & opens the breakfast room. Back Sunroom is a perfect place to relax or used as a flex room. Private master suite has tray ceilings. Master bath has dual sinks, vanity knee space, walk-in closet & upgraded Walk-in Shower! Fully fenced on a GREENBELT w/NO Rear Neighbors! Backyard paradise w/upgraded Landscaping & is perfect for enjoying the wildlife from the deluxe covered back patio w/outdoor Kitchen & extended Pergerlo Plus A Generac!

Rooms Information

Room	Dimensions	Location	Room	Dimensions	Location
Study/Library	16 x 14	1st	Kitchen	16 x 14	1st
Breakfast	11 x 8	1st	Utility	8 x 6	1st
Living Room	17 x 17	1st	Dining Room	17 x 13	1st

