



SELLER'S DISCLOSURE NOTICE

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

CONCERNING THE PROPERTY AT Randle Hill Rd
Brenham, TX 77833

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

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

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)
This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	<input checked="" type="checkbox"/>		
Carbon Monoxide Det.		<input checked="" type="checkbox"/>	
Ceiling Fans	<input checked="" type="checkbox"/>		
Cooktop	<input checked="" type="checkbox"/>		
Dishwasher	<input checked="" type="checkbox"/>		
Disposal		<input checked="" type="checkbox"/>	
Emergency Escape Ladder(s)			<input checked="" type="checkbox"/>
Exhaust Fans	<input checked="" type="checkbox"/>		
Fences	<input checked="" type="checkbox"/>		
Fire Detection Equip.	<input checked="" type="checkbox"/>		
French Drain		<input checked="" type="checkbox"/>	
Gas Fixtures		<input checked="" type="checkbox"/>	
Natural Gas Lines		<input checked="" type="checkbox"/>	

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

Item	Y	N	U
Pump: <u> </u> sump <u> </u> grinder		<input checked="" type="checkbox"/>	
Rain Gutters		<input checked="" type="checkbox"/>	
Range/Stove		<input checked="" type="checkbox"/>	
Roof/Attic Vents	<input checked="" type="checkbox"/>		
Sauna		<input checked="" type="checkbox"/>	
Smoke Detector	<input checked="" type="checkbox"/>		
Smoke Detector - Hearing Impaired		<input checked="" type="checkbox"/>	
Spa		<input checked="" type="checkbox"/>	
Trash Compactor		<input checked="" type="checkbox"/>	
TV Antenna	<input checked="" type="checkbox"/>		
Washer/Dryer Hookup	<input checked="" type="checkbox"/>		
Window Screens		<input checked="" type="checkbox"/>	
Public Sewer System		<input checked="" type="checkbox"/>	

Item	Y	N	U	Additional Information
Central A/C	<input checked="" type="checkbox"/>			electric <input checked="" type="checkbox"/> gas <u> </u> number of units: <u> </u>
Evaporative Coolers		<input checked="" type="checkbox"/>		number of units: <u> </u>
Wall/Window AC Units		<input checked="" type="checkbox"/>		number of units: <u> </u>
Attic Fan(s)		<input checked="" type="checkbox"/>		if yes, describe: <u> </u>
Central Heat	<input checked="" type="checkbox"/>			electric <input checked="" type="checkbox"/> gas <u> </u> number of units: <u> </u>
Other Heat	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		if yes, describe: <u> </u>
Oven	<input checked="" type="checkbox"/>			number of ovens: <u> </u> electric <input checked="" type="checkbox"/> gas <u> </u> other: <u> </u>
Fireplace & Chimney	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		wood <input checked="" type="checkbox"/> gas logs <u> </u> mock <u> </u> other: <u> </u>
Carport		<input checked="" type="checkbox"/>		<u> </u> attached <u> </u> not attached
Garage	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> attached <u> </u> not attached
Garage Door Openers	<input checked="" type="checkbox"/>			number of units: 1 <u>2</u> number of remotes: <u>2</u>
Satellite Dish & Controls		<input checked="" type="checkbox"/>		<u> </u> owned <u> </u> leased from: <u> </u>
Security System		<input checked="" type="checkbox"/>		<u> </u> owned <u> </u> leased from: <u> </u>
Solar Panels		<input checked="" type="checkbox"/>		<u> </u> owned <u> </u> leased from: <u> </u>
Water Heater	<input checked="" type="checkbox"/>			<input checked="" type="checkbox"/> electric gas <u> </u> other: <u> </u> number of units: <u> </u>
Water Softener		<input checked="" type="checkbox"/>		<u> </u> owned <u> </u> leased from: <u> </u>
Other Leased Items(s)		<input checked="" type="checkbox"/>		if yes, describe: <u> </u>

(TXR-1406) 09-01-19

Initialed by: Buyer: STP, _____ and Seller: _____, _____

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Randle Hill Rd
Brenham, TX 77833

Concerning the Property at _____

Underground Lawn Sprinkler	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ automatic _____ manual areas covered: _____
Septic / On-Site Sewer Facility	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input 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: composition Age: 5 (approximate)

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

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

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

Item	Y	N	Item	Y	N	Item	Y	N
Basement		<input checked="" type="checkbox"/>	Floors	<input checked="" type="checkbox"/>		Sidewalks		<input checked="" type="checkbox"/>
Ceilings	<input checked="" type="checkbox"/>		Foundation / Slab(s)	<input checked="" type="checkbox"/>		Walls / Fences	<input checked="" type="checkbox"/>	
Doors	<input checked="" type="checkbox"/>		Interior Walls	<input checked="" type="checkbox"/>		Windows		<input checked="" type="checkbox"/>
Driveways		<input checked="" type="checkbox"/>	Lighting Fixtures		<input checked="" type="checkbox"/>	Other Structural Components		<input checked="" type="checkbox"/>
Electrical Systems		<input checked="" type="checkbox"/>	Plumbing Systems		<input checked="" type="checkbox"/>			
Exterior Walls	<input checked="" type="checkbox"/>		Roof		<input checked="" type="checkbox"/>			

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

Foundation Issues

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

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

Concerning the Property at _____

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

Foundation work done it the past but still has settling.

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

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

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

- | | | |
|--------------------------|-------------------------------------|--|
| <u>Y</u> | <u>N</u> | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Present flood insurance coverage (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Previous flooding due to a failure or breach of a reservoir or a controlled or emergency release of water from a reservoir. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Previous flooding due to a natural flood event (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Previous water penetration into a structure on the Property due to a natural flood event (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> 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). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a 500-year floodplain (Moderate Flood Hazard Area-Zone X (shaded)). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a floodway (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a flood pool. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a reservoir. |

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

*For purposes of this notice:

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

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

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

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

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

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

Concerning the Property at _____

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

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

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

Section 8. Are you (Seller) aware of any of the following? (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

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 or attach information to this notice.

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

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

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.

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

Concerning the Property at _____

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

Section 10. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? ___ yes no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

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

Section 11. Check any tax exemption(s) which you (Seller) currently claim for the Property:

- Homestead
- Wildlife Management
- Other: _____
- Senior Citizen
- Agricultural
- Disabled
- Disabled Veteran
- Unknown

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

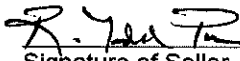
Section 13. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? ___ yes no If yes, explain: _____

Section 14. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* unknown ___ no ___ yes. If no or unknown, explain. (Attach additional sheets if necessary): _____

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

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

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

 _____
Signature of Seller Date Signature of Seller Date

Printed Name: _____ Printed Name: _____

Concerning the Property at _____


ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) If the Property is located in a seacoast territory of this state designated as a catastrophe area by the Commissioner of the Texas Department of Insurance, the Property may be subject to additional requirements to obtain or continue windstorm and hail insurance. A certificate of compliance may be required for repairs or improvements to the Property. For more information, please review *Information Regarding Windstorm and Hail Insurance for Certain Properties* (TXR 2518) and contact the Texas Department of Insurance or the Texas Windstorm Insurance Association.
- (4) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (5) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (6) The following providers currently provide service to the Property:

Electric: <u>B.B.</u>	phone #: _____
Sewer: <u>Septic</u>	phone #: _____
Water: <u>well</u>	phone #: _____
Cable: _____	phone #: _____
Trash: _____	phone #: _____
Natural Gas: _____	phone #: _____
Phone Company: _____	phone #: _____
Propane: _____	phone #: _____
Internet: _____	phone #: _____

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

The undersigned Buyer acknowledges receipt of the foregoing notice.

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



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

10-10-11

CONCERNING THE PROPERTY AT Randle Hill Rd Brenham
 (Street Address and City)

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

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

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
 - (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____
 - (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
 - (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____
 - (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

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

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

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

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

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

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

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

 Buyer	Date	Seller Todd Poehlmann	Date
Buyer	Date	Seller	Date
Other Broker Yvette Kirkland	Date	Listing Broker Yvette Kirkland	Date

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

(TXR 1906) 10-10-11

TREC No. OP-L



INFORMATION ABOUT ON-SITE SEWER FACILITY

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

Randle Hill Rd
Brenham, TX 77833

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

- (1) Type of Treatment System: Septic Tank Aerobic Treatment Unknown
- (2) Type of Distribution System: Field Lines Unknown
- (3) Approximate Location of Drain Field or Distribution System: Right side of Back Yard Unknown
- (4) Installer: ns Unknown
- (5) Approximate Age: 40 yrs. Ago. Unknown

B. MAINTENANCE INFORMATION:

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

C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

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

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

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

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


 Signature of Seller
 Todd Poehlmann

4-22-20
 Date

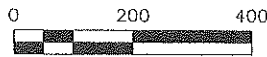
 Signature of Seller Date

Receipt acknowledged by:

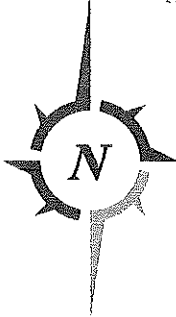
 Signature of Buyer Date

 Signature of Buyer Date

Yvonne Reithel Goforth
called 5.841 acres
SECOND TRACT
260/383



Yvonne Reithel Goforth
called 56.33 acres
FIRST TRACT
260/383



26.75 Acre Tract

remainder of a called .36,808 acres
309/747

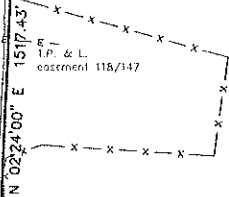
RANDLE HILL ROAD
S 75°38'53" E 878.92'
50' pipeline easement
AMP Interstate Pipeline Co.
1677/185

P.O.B.
Fnd 1/2" I.R.

LINE	BEARING	DISTANCE
L1	N 49°37'07" E	59.48'
L2	N 68°31'07" E	47.70'
L3	N 40°55'07" E	27.80'

32.65 Acre Tract

Being out of and a part of the
remainder of a called 111.721 acres
to Jeanette Pohlmann
described in
Volume 309, Page 747
D.R.W.C.



S 01°57'07" W 1419.63'

John R. Miesko, Sr.
called 5,000 acres
497/594

John R. Miesko, Sr.
called 5,000 acres
497/594

Fnd 1/2" I.R.
w/ yellow cap
of fence corner

N 87°26'16" W 975.49'

Jeanette Pohlmann
remainder of a called 111.721 acres
309/747

Fnd 1/2" I.R.
w/ yellow cap
of fence corner

John R. Miesko, Sr.
called 5,000 acres
495/600

The following easements do not apply:
g. Texas Power and Light Company 118/143
h. Texas Power and Light Company 118/141

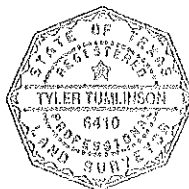
**C. C. GIVENS SURVEY
A - 48
WASHINGTON COUNTY, TEXAS**

I, Tyler Tumlinson, Registered Professional Land Surveyor, do hereby certify that this survey was made on the ground of the property legally described hereon, and is correct; and that I have observed no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments at ground level, or overlapping of improvements, easements, or apparent rights of way, except as shown hereon; and that said property has access to and from a dedicated roadway, except as shown hereon.

All bearings and distances are based on State Plane Coordinate System, Texas Central Zone, NAD 1983.

Tyler Tumlinson
Tyler Tumlinson, R.P.L.S. No 6410

May 1, 2020



LEGEND

- These standard symbols will be found in the drawing.
- Found 1/2" iron rod
 - Set 1/2" iron rod w/ yellow cap
 - ⊙ telephone pedestal
 - ⊕ power pole
 - overhead electric line
 - wire fence
 - pipeline

**TUMLINSON
LAND SURVEYING**

1015 HOLT STREET
COLLEGE STATION, TEXAS 77840
254-931-6707
T.L.P. L.S. FIRM NO. 1019325B

BOUNDARY SURVEY
OF A 32.65 ACRE TRACT OF LAND OUT OF THE C. C. GIVENS
SURVEY, A-48, WASHINGTON COUNTY, TEXAS.

Surveyed for: TODD POEHLMANN

PROJECT:	02191-POE
DATE:	5-1-2020
SURVEYOR:	T. TUMLINSON
DRAWN BY:	T. TUMLINSON
FIELDBOOK:	see file

LIFETIME TRANSFERABLE WARRANTY NOVA TECH FOUNDATION REPAIR, LLC

TODD POEHLMANN

OWNER

2041 RANDLE HILL RD. BRENHAM, TX 77833

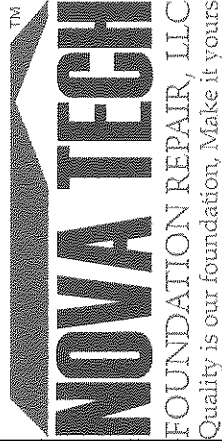
JOB ADDRESS

If any adjustments are required during the life of the home due to settlement of more than one (1) inch in thirty (30) horizontal feet where previous underpinning was installed, our company will re-raise those areas without cost to the owner. Access for warranty adjustments and consideration will be performed as assigned under original contract. This warranty applies ONLY to the work performed by Nova Tech Foundation Repair, LLC (NTFR, LLC) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that this warranty must be furnished to our company for a claim to be processed.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. Payment in full of contract is not received within 30 days of job completion.
2. The structure has been altered or modified, such as additions, which would affect loads on foundation, without the proper written approval of NTFR.
3. The structure is damaged by fire, flood, or storm damage to a substantial degree or the structure is sited on a fault.
Flood damage shall include, but is not limited to, water or sewer leaks under or adjacent to the foundation.
4. The structure is sited on a fault.
5. Underground facilities or swimming pools are installed within a horizontal distance equal to or less than their depth from the foundation.
6. The foundation is undermined (e.g. soil slumping, erosion, creek beds, excavations, poor drainage, etc.)
7. Proper maintenance has not been performed.
8. Assignment is not properly made when change of ownership of the above stated property occurs.

**Assignment of this warranty can be made if NTFR, LLC is notified within 30 days of closing to transfer the warranty.
Proper paper work and fees must be taken care of, otherwise warranty will be null and void.**



Work Finished on: November 3, 2000

of Piles: Thirty-one (31)

Nova Tech Foundation Repair Authorized Signature

Date



2628 Hwy 36 S #304
Brenham, Texas 77833

(979) 203-6142
office@ntfrllc.com
www.novatechfoundationrepair.com

Void Fill Proposal

Proposal submitted to:

Name: Todd Poehlmann	Phone:	Date: 4/28/2020
Street: 2041 Randle Hill Road	Job Name: Poehlmann Residence	
City: Brenham	Job Street: 2041 Randle Hill Road	
State Zipcode: Texas	Job City: Brenham	Job State: Texas

We hereby submit specifications and estimate for:

Filling voids under any concrete areas using a slurry or a flowable fill, containing Portland cement, water, and sand or topsoil.


- Any voids found under structure that must be filled
- \$1,500.00 for the first 3 yards of void fill
- \$350.00 for each additional yard needed
- Estimate 20 yards needed. This amount is an estimate only. There could be much larger void and can require more product than initially determined. On the other hand, the void could be much smaller than expected and not need as much product. This will be determined on the job.
- Drainage must be kept to a minimum standard. There can be negative effects to the structure if drainage is not maintained.
- 2-1/4" hole will be drilled into slab at injection points. After the final round of pumping the hole will be patched.
- Sometimes the pumping must be done in 2 rounds. Round 1 fills any cracks and fissures. We then come back and inject round 2 after round 1 has cured and hardened.

****No warranty is given, neither written nor implied, or guarantee that there will be no more voids under the concrete.**

*****The process can be stressful to the concrete and create small hairline cracks in the concrete. Every effort will be made to minimize those damages.**

We hereby propose to furnish labor and materials for void fill – complete with the above specifications, for the sum of Seven thousand four hundred fifty and 00/100 dollars (\$7,450.00) with payments to be made as follows:
50% down with balance due upon completion.

Any balance not paid within 30 days of job completion will incur a 1.5% late charge per 10 days (18% per annum). All material is guaranteed as specified. All work to be completed in a "workman-like" manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal is subject to acceptance within 90 days and is void thereafter at the option of the undersigned.

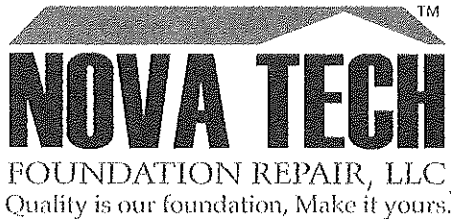
Authorized Signature: 
Date: 4/28/2020

ACCEPTANCE OF PROPOSAL

The above prices, specifications and condition are hereby accepted. Nova Tech Foundation Repair, LLC is authorized to perform the work specified. Payment will be made as outlined above.

Acceptance:

Signature: _____ Date: _____
Signature: _____ Date: _____



2628 Hwy 36 S #304
 Brenham, Texas 77833
 (979) 203-6142
 office@ntfrllc.com
www.novatechfoundationrepair.com

Proposal

Proposal submitted to:


Name: Todd Poehlmann	Phone:	Date: 4/28/2020
Street: 2041 Randle Hill Road	Job Name: Poehlmann Residence	
City: Brenham	Job Street: 2041 Randle Hill Road	
State Zipcode: Texas 77833	Job City: Brenham	Job State: Texas

We hereby submit specifications and estimate for:

- Remove soil & grade using mechanical & manual labor so that water will flow away from structure, where necessary - \$3,500.00
- Install 2 area drains at back porch on both ends with solid SDR pipe carrying the water away from structure at least 10' - \$750.00
- Brick pavers to be removed, does not include replacement of pavers or reinstallation or haul off - \$350.00
- Personal property must be removed by homeowner prior to work commencing
- No grass or groundcover is included in this proposal. Grass or groundcover must be installed after dirt work is performed to prevent erosion of the soil.
- If the utilities are located where work is to be performed, then a new proposal or change order will be written up. Additional costs may be incurred.
- Install downspout extensions using subsurface solid drain pipe - \$2,000.00

We hereby propose to furnish labor and materials for dirt work – complete with the above specifications, for the sum of **Four thousand six hundred and 00/100 dollars (\$4,600.00)** with payments to be made as follows:
50% down with balance due upon completion.

Any balance not paid within 10 days of job completion will incur a 1.5% late charge per 30 days (18% per annum). All material is guaranteed as specified. All work to be completed in a "workman-like" manner according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control. This proposal is subject to acceptance within **60** days and is void thereafter at the option of the undersigned.

Authorized Signature: 
 Date: 4/28/2020

ACCEPTANCE OF PROPOSAL

The above prices, specifications and condition are hereby accepted. Nova Tech Foundation Repair, LLC is authorized to perform the work specified. Payment will be made as outlined above.

Acceptance:

Signature: _____ Date: _____
 Signature: _____ Date: _____

2041 Randle Hill

1 message

Amber Novosad-White <amber@ntfrllc.com>
To: Yvette Kirkland <yvette@coldwellbanker.com>

Wed, Apr 29, 2020 at 11:29 PM

Thank you for having me out yesterday. It has been quite sometime since Nova Tech has been out to this location. Please forward this information to the owners and to anyone else who needs it (of course, with the owners permission)

I have attached the following paperwork:

- 1) updated Lifetime Warranty Certificate under Todd Poehlmann.
- 2) Warranty transfer form
- 3) Contract for new work
- 4) Proposal for drainage
- 5) Proposal for void fill
- 6) Soils report
- 7) Contour map (elevations)
- 8) preventative maintenance booklet

It is imperative that the interior work, drainage, and void fill be performed within the next 6 months otherwise I will need to void the Lifetime warranty provided in 2000 when we were first out at the home. The house is considered structurally damaged and needs to be repaired. There is 6" differential which is greater than the 1% maximum allowance. The structure needs to be brought up at least 3" to be within limits. However, we will see if the structure will allow us to bring it up that much. There is now a void under the storage area due to water getting under. I do not know how large this void is. It is at least the size of the storage room and its depth is unknown. This void could extend into the master suite and other areas of the house. As the house dropped to the interior, it lifted the perimeter up off the piles. There is now very little load being placed on some of these piles and a greater load being placed on others and the house is now relying on the interior grade beams to hold it up. The foundation and the foundation repair system rely on good drainage and proper care to continue functioning as intended. The foundation was designed to be in contact with the underlying soils. When the soils wash out, the areas in between grade beams can slump. It is imperative for the drainage to be improved. The water is getting under the structure especially at the rear of the house and causing erosion and soil slump. Water should move away from the structure. I highly advise on gutters with extensions on the downspouts and leaf guard. Prior to void fill the drain lines need to be tested to ensure there are no breaks or cracks. Void fill will fill broken pipes and clog them. Void fill will NOT be performed until there is a negative hydro-static test from the plumber. If there are breaks then the repair will need to be done between the leveling with the piles and the void fill.

The contract that was entered into in 2000, states that the warranty would be voided for the following: if 1) the structure is altered or modified, or if additions are made to it which would affect loads on foundation, without the prior written approval of NTFR, 2) The structure suffers fire, flood, or storm damage to a substantial degree which would affect loads on the foundation. The structure has had both. The piles on the garage end should have been re-driven and adjusted, not too mention possibly adding another pile in order to support the load prior to adding on at the very least. This additional load could cause those piles to fail in the future. The other problem with the addition is that I cannot lift it without damaging it and it is on a low end of the structure. Prior to the

addition we could have provided more lift, but with the addition that end of the house has to stay put. This is why I have suggested the straight-line method. The addition and the high point will be our fixed points and then we try to make the foundation a flat plane between the points. So it won't be level but flat.

Technically, the warranty should be voided. However, I am willing to work with all the parties involved. I am giving 6 months to have the work done by the current owners or any buyer otherwise I will be left no choice but to void the warranty and will have to charge to do the pre-existing piles we installed in 2000. We last performed work in 2010, we adjusted only 3 piles at the rear of the house. Prior to the warranty work, John advised to have the interior leveled and to improve the drainage as it was having negative effect on the foundation back then. The additional work was refused and we just did what we could under warranty.

Please forward to any interested parties. If anyone has any concerns or questions, please contact me. I hope I didn't forget anything. If there is anything missing, please let me know.


Amber Novosad-White


President




Cell: (979) 203-6142


8 attachments


 **20200428_07571907537_49_Soil_Report.pdf**
749K


 **20200428con.pdf**
486K

 **20200428ele drw.pdf**
401K

 **20200428pro drainage.pdf**
233K

 **20200428pro vf.pdf**
254K

 **Lifetime warranty.pdf**
231K

 **20200428warxfer.pdf**
171K

 **Preventative Maintenance.pdf**
274K



FOUNDATION REPAIR, LLC
Quality is our foundation, Make it yours.

2628 HWY 36 South #304, Brenham, Texas 77833
(979) 203-6142 office@ntfrllc.com

CONTRACT

STATE OF TEXAS

This agreement is made and entered into this 28th day of April, 2020 by and between Todd Poehlmann, Owner(s), of Washington County, in the State of Texas and Nova Tech Foundation Repair, LLC (Contractor), known herein as NTFR, LLC, of Washington County, in the State of Texas.

Work to be performed at the premises locally known as 2041 Randle Hill Rd. in the City of Brenham, State of Texas, 77833 (zipcode).

In exchange for the Owner's promises and agreements described below, NTFR, LLC agrees to do the following:

Underpin and raise sections of the structure as shown in the attached drawing to as near the original grade as practically possible using 21 piles under the foundation of the structure, as shown on the attached drawing and made part of this contract.

In accordance with the Specifications, General Conditions, Special Conditions and Guarantees attached and made part of this agreement.

SPECIFICATIONS

1. NTFR, LLC will provide all labor, materials, and equipment required to complete work. NTFR, LLC will perform the work in a good and workmanlike manner. Owner will supply NTFR, LLC with water and electricity. If Owner fails to supply electricity, NTFR, LLC will provide a generator at \$100.00 per day.
2. The material used in the installation of the precast piling shall be a minimum of 3000 psi at 28-day test concrete.
3. Piles will be installed at the location, as per attached drawing, and in the manner specified by NTFR, LLC.
4. Piles will be driven hydraulically to the depth necessary to develop skin friction sufficient to enable the pile to support the foundation, or until the piles encounter rock or other strata capable of supporting the foundation.
5. After the piles have been installed, the jacking or raising will be continued until, in the sole opinion of NTFR, LLC, further raising will produce or create damage to the foundation or structure.

GENERAL CONDITIONS

1. The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible.
2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and may cause or create new damage by movement or lack of movement.
3. NTFR, LLC has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, furniture, fixtures, furnishings or personal property without regard to when or where said damage occurs.
4. When repairing foundations, it is possible that sheetrock, wallpaper, plaster, roofing, piping, wiring, flooring, or other materials may crack, wrinkle, or break. Therefore, it is agreed between Owner and NTFR, LLC that this contract does not include repairing or replacing any materials or systems not specifically included in this contract. It is also agreed that NTFR, LLC shall not be responsible for trees, shrubs, other plants, sprinklers, lighting, or other items that might be damaged when the work is performed. NTFR, LLC shall not be responsible for the cost of any such repairs.
5. IN FOUNDATION REPAIR, STRUCTURAL CONDITIONS MIGHT APPEAR WHEN WORK IS IN PROCESS THAT WERE NOT VISIBLE WHEN YOUR ESTIMATE WAS PREPARED, SUCH AS INADEQUATE REINFORCING STEEL, SHALLOW GRADE BEAMS, AND/OR OTHER STRUCTURAL DEFICIENCIES. THERE CAN AND MAY BE AN ADJUSTMENT IN THE CONTRACT PRICE.
6. If any strata of rock or other densic material is encountered while digging to install the piles, there will be an additional charge of **\$50.00** per hole. Some rock is so dense that it cannot be broken through. If that occurs, a new proposal may be drawn up.
7. If grade beams are found to be deeper than thirty-six inches (36") after work has begun, there will be an additional charge of **\$25.00** per foot per hole.

Initials: _____

- 8. If builders and/or drilled piers are discovered after work has begun and it is necessary to cut them loose from the foundation, an extra fee may be charged. The extra fee will be **\$300.00** per pier.
- 9. If any concrete that needs to be broken out for work to be performed is six inches (6") thick or more, there will be an additional charge of **\$25.00** for every additional inch of concrete per hole.
- 10. Foundation maintenance will continue to be necessary after foundation repair is performed. If maintenance and upkeep is not performed by Owner it can affect the performance of the foundation, therefore affecting the performance of repairs and the warranty.
- 11. In order to be binding on NTFR, LLC, this contract must be signed by all Owners, in the spaces provided below, and returned to NTFR, LLC within 120 days from **April 28, 2020**.

SPECIAL CONDITIONS

Any previously installed piles covered under NTFR warranty will be re-driven and adjusted where necessary at no additional charge to customer as long as the drainage is corrected and plumbing checked and repaired, if necessary.
House can never be made completely level due to the garage addition being added on while house was out of level.
The method of leveling under this contract will be straight-line, making the foundation a flat plane, but not level.

GUARANTEE

Each Owner or authorized person(s) need(s) to initial in the boxes under the level of warranty you wish to pay for:

LIFETIME TRANSFERABLE WARRANTY

Payment of **Fifteen thousand eight hundred and 00/100** dollars, **\$15,800.00**

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If any adjustments are required during the warranted period of the structure due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR, LLC will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR, LLC) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner MUST have impeccable drainage and MUST maintain all drainage systems. All recommendations outlined by NTFR, LLC for maintaining the foundation and the foundation repair system must be adhered to, otherwise the warranty will be made null and void. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR, LLC for a claim to be processed.

TEN YEAR TRANSFERABLE WARRANTY

Payment of **Eleven thousand six hundred and 00/100** dollars, **\$11,600.00**

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If any adjustments are required during the warranted period of the structure due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR, LLC will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR, LLC) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner MUST have impeccable drainage and MUST maintain all drainage systems. All recommendations outlined by NTFR, LLC for maintaining the foundation and the foundation repair system must be adhered to, otherwise the warranty will be made null and void. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR, LLC for a claim to be processed.
Options: 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytime during the ten (10) year period for **\$4,200.00** plus or minus the U.S. Consumer Price Index for that year, after NTFR, LLC has been given opportunity to inspect the structure, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, LLC, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR, LLC at that time, or 3) Owner may choose to let the warranty run out, in that case, any adjustments necessary to NTFR, LLC's piles will be done at a price of **\$350.00** per

Initials: _____

adjusted pile plus or minus the U.S. Consumer Price Index for that year.

FIVE YEAR TRANSFERABLE WARRANTY

Payment of **Nine thousand five hundred and 00/100** dollars, **\$9,500.00**

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If any adjustments are required during the warranted period of the structure due to settlement of more than one inch (1") in thirty horizontal feet (30') where previous underpinning was installed, NTFR, LLC will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR, LLC) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner MUST have impeccable drainage and MUST maintain all drainage systems. All recommendations outlined by NTFR, LLC for maintaining the foundation and the foundation repair system must be adhered to, otherwise the warranty will be made null and void. Owner agrees that the warranty certificate along with this contract must be furnished to our company for a claim to be processed. **Options:** 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytime during the five (5) year period for \$6,300.00 or to the ten (10) year for \$2,100.00 plus or minus the U.S. Consumer Price Index for that year, after NTFR, LLC has been given opportunity to inspect the structure, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, LLC, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR, LLC at that time, or 3) Owner may choose to let the warranty run out, in that case, any adjustments necessary to NTFR, LLC's piles will be done at a price of \$350.00 per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

NO WARRANTY

Payment of **Eight thousand four hundred fifty and 00/100** dollars, **\$8,450.00**

--	--	--	--

If any adjustments are required within the first six (6) months after work was completed due to settlement of more than one inch (1") in thirty horizontal feet (30') where underpinning was installed, NTFR, LLC will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles or installed by Nova Tech Foundation Repair, LLC (NTFR, LLC) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR, LLC for a claim to be processed. After the warranty expiration, any adjustments necessary to NTFR, LLC's piles will be done at a price of \$350.00 per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

THIS WARRANTY SHALL BE NULL AND VOID IF:

1. PAYMENT IN FULL OF CONTRACT IS NOT RECEIVED WITHIN 30 DAYS OF JOB COMPLETION.
2. THE STRUCTURE HAS BEEN ALTERED OR MODIFIED, SUCH AS ADDITIONS, WHICH WOULD AFFECT LOADS ON FOUNDATION, WITHOUT THE PROPER WRITTEN APPROVAL OF NTFR, LLC.
3. THE STRUCTURE IS DAMAGED BY FIRE, FLOOD, OR STORM DAMAGE TO A SUBSTANTIAL DEGREE. FLOOD DAMAGE SHALL INCLUDE, BUT IS NOT LIMITED TO, SIGNIFICANT WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION.
4. THE STRUCTURE IS SITED ON A FAULT.
5. UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE EQUAL TO OR LESS THAN THEIR DEPTH FROM THE FOUNDATION.
6. THE FOUNDATION IS UNDERMINED (E.G. SOIL SLUMPING, EROSION, CREEK BEDS, EXCAVATIONS, POOR DRAINAGE, ETC.)
7. PROPER MAINTENANCE HAS NOT BEEN PERFORMED.
8. ASSIGNMENT IS NOT PROPERLY MADE WHEN CHANGE OF OWNERSHIP OF THE ABOVE STATED PROPERTY OCCURS IN ACCORDANCE WITH THE PROCEDURES OF TRANSFER.

If the Owner has not received written warranty within 90 days after completion of the repairs, he or she should immediately contact the NOVA

Initials: _____

TECH FOUNDATION REPAIR, LLC office at 2628 HWY 36 S #304, Brenham, Texas 77833 or at (979) 203-6142.

IN THE EVENT THAT NTFR, LLC AND THE OWNER CANNOT AGREE THAT THE SETTLEMENT OF THE FOUNDATION HAS BEEN CONTROLLED AND SETTLEMENT IS WITHIN THE TOLERANCES SPECIFIED ABOVE, THE OWNER MAY RETAIN A REGISTERED PROFESSIONAL CIVIL ENGINEER OF TEXAS, ENGAGED SOLELY IN THE PRIVATE PRACTICE OF HIS OR HER PROFESSION AND KNOWLEDGEABLE IN SOILS AND FOUNDATIONS WITHIN THE AREA, AND WHO IS ACCEPTABLE TO NTFR, LLC AT THE SOLE EXPENSE OF THE OWNER, TO ACT AS AN ARBITRATOR TO EFFECT A BINDING AGREEMENT BETWEEN THE PARTIES.

ASSIGNMENT

The warranty is assignable by the Owner of this contract if NTFR, LLC is notified within thirty (30) days of closing by the Owner of this contract in accordance with the procedures in affect at the time of transfer and upon receipt of the transfer fee established by NTFR, LLC. IF THIS ASSIGNMENT IS NOT PROPERLY AND TIMELY MADE, THE WARRANTY IS VOID.

PAYMENT


Payment is required to be paid as follows:

One-half (1/2) is due prior to beginning work. Balance is due upon completion. Or under the following conditions:

n/a

If payment is not made under the above written conditions, a 1.5% finance charge per 30 days will be incurred on any open balance.

This written contract is the total agreement by and between Owner and Nova Tech Foundation Repair, LLC. If this contract is altered by any person other than an authorized representative of NTFR, LLC, this contract shall be considered void.

By 
Date April 28, 2020

The above prices, specifications and conditions are satisfactory and are hereby accepted. Nova Tech Foundation Repair, LLC is now authorized to perform the work specified. Payment will be as stated above. Work will not be scheduled until receipt of the signed contract.

"This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code."

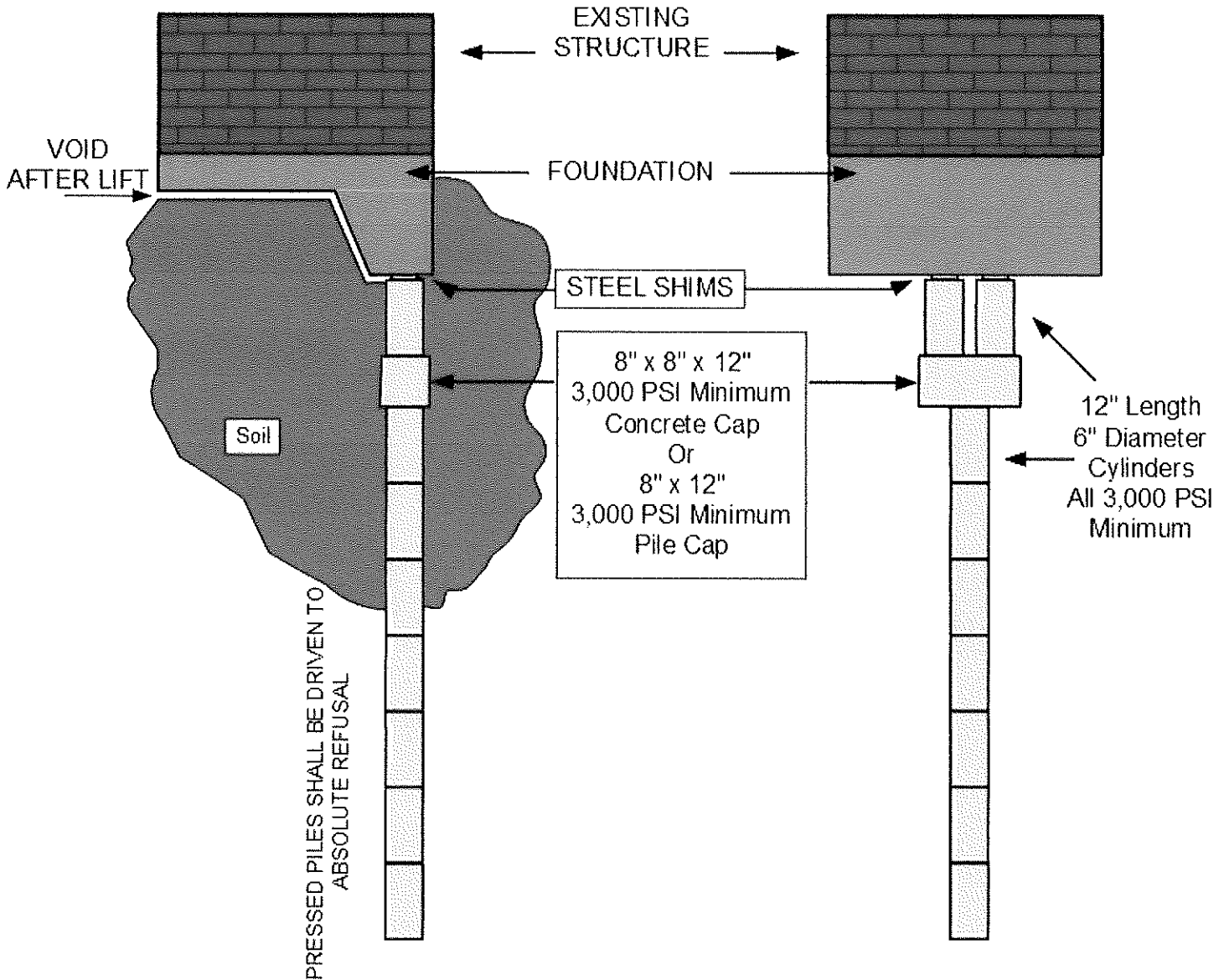
_____	_____
Owner Signature	Date
_____	_____
Owner Signature	Date
_____	_____
Owner Signature	Date
_____	_____
Owner Signature	Date

Initials: _____

NOVA TECH
FOUNDATION REPAIR, LLC
Quality is our foundation, Make it yours.

SIDE VIEW

FRONT VIEW



FOR ILLUSTRATION ONLY

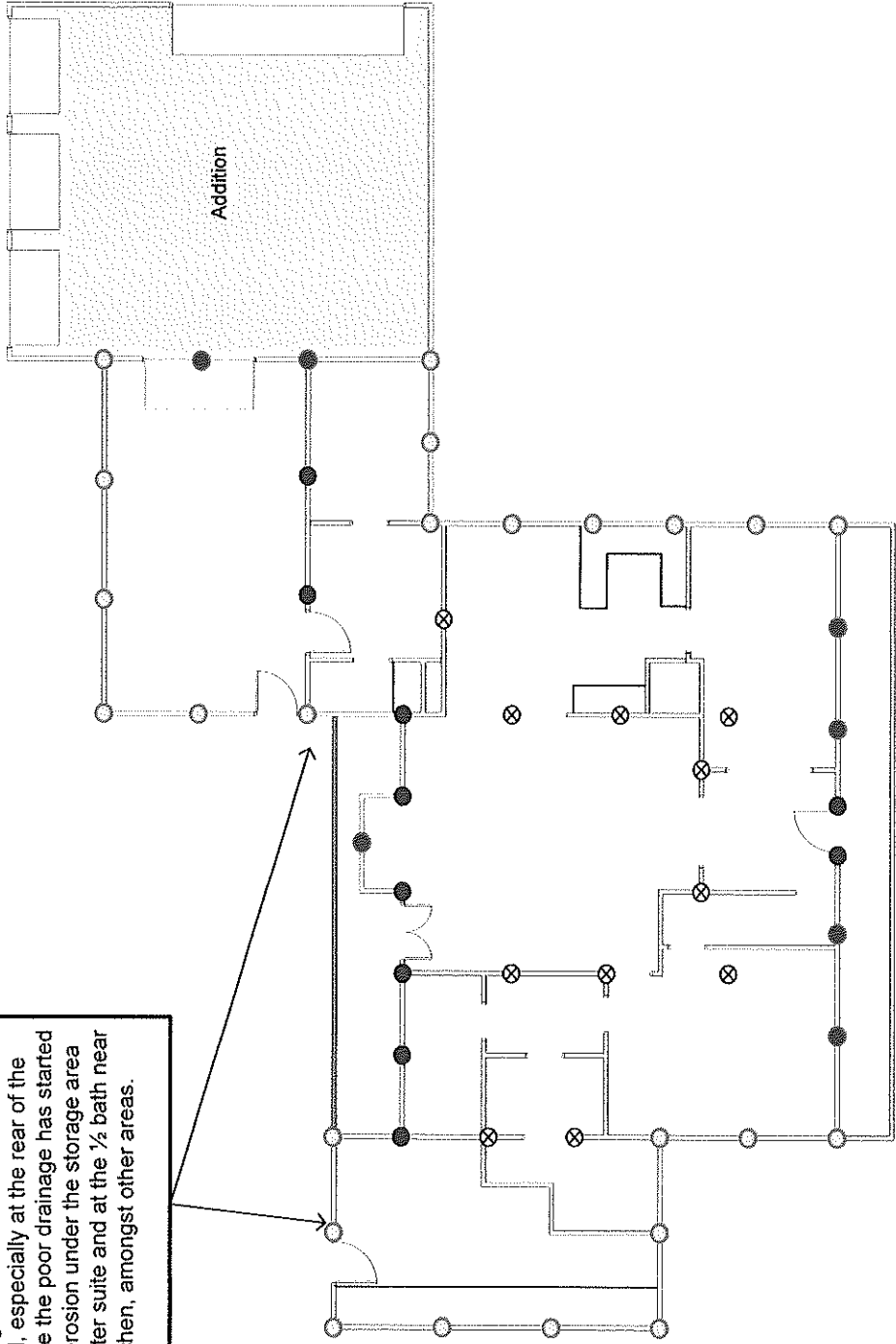
Nova Tech Pressed Pile System

Initials: _____

The drainage around the house must be improved, especially at the rear of the house where the poor drainage has started to cause erosion under the storage area next to master suite and at the 1/2 bath near the kitchen, amongst other areas.

Interior pile locations may be relocated after determining where the interior grade beams are.

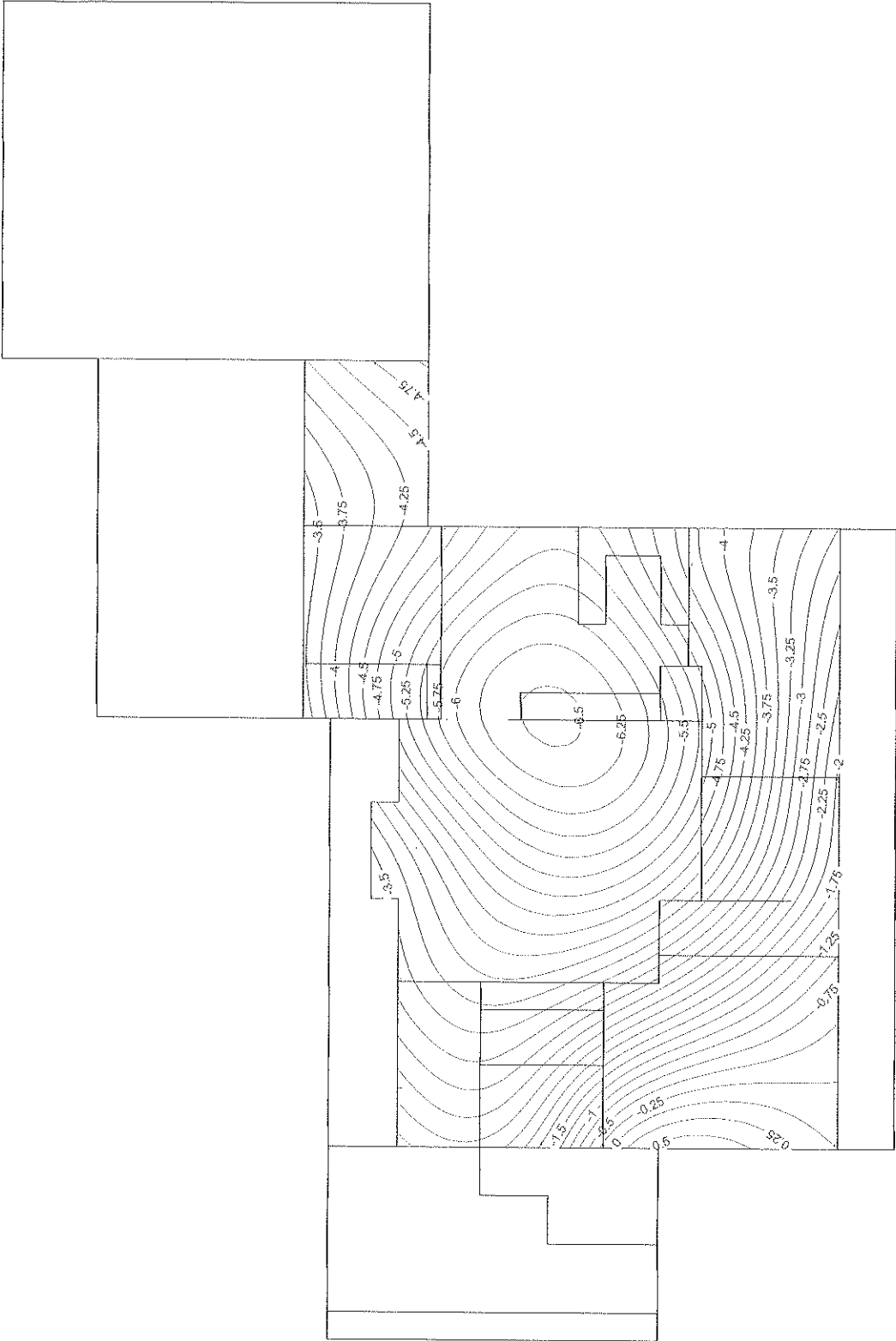
Any piles not installed will be deducted from total



Legend	
Symbol	Description
●	New Exterior Pile w/ Break-Out
⊗	New Interior Pile
◉	NTRF Pre-Existing Exterior Pile
●	NTRF Pre-Existing Exterior Pile w/ Break-Out
Count	
10	
11	
24	
7	

DRAWING DATE 4/28/2020	TITLE Pile Diagram	DESCRIPTION Location of piles to be installed	 NOVA TECH FOUNDATION REPAIR, LLC Quality is our foundation. Make it yours.
SCALE 1: 160	DRAWN BY ANW	NOTES Symbols are not actual size. For location	2628 HWY 36 S #304 Brenham, TX 77833 (979) 203-6142
FILENAME _20200428DRW.VSDX			

Initials: _____



Poehmann Residence
 2041 Randle Hill Road
 Brenham, Texas 77833

CONTOUR MAP

2628 HWY 36 S #304 Brenham, TX 77833
 (979) 203-6142
 office@nrfllc.com

Scale: 3/32" = 1'
 Drawn By: ANW
 Issue Date: 04/28/2020