

Cover Page

160 West Carmel Drive,# 214
Carmel, IN 46032
317-867-7688
fax 317-867-9964

**Customer Information**

Order#: 03840

Date 6/1/2021

File #: 277-12249

Location

Customer: NEI Global Relocation

Joseph & April Sylve

Attention: Leah Tackitt

2410 Montana Blue Drive

Spring TX 77373

Phone: 402-397-8486

Type of Service**Inspection****Result****Estimated Repair
Cost pCi/L**

Pest Inspection w/RAL 180 Day Guarantee

Service Summary

The attached report indicates that no visible evidence of active wood destroying insects was observed in visible and accessible areas at the time of this inspection. See report for further information.

Conditions that are conducive to wood destroying insects/organisms were noted at the time of this inspection. These conditions could lead to future infestation if not properly addressed/corrected.

Thank you for your business.

Please contact the reviewer below with any questions on this report:
Mark Tillett (317) 867-7688 Ext:363 matillett@ralis.com

ALWAYS Read Entire Report for Detailed Information

Initials _____ / _____

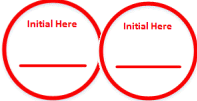
TEXAS OFFICIAL WOOD DESTROYING INSECT REPORT

Rule §7.176 Requires this department prescribed form to be used for real estate transactions in Texas regarding the visible presence or absence of wood destroying insects and conditions conducive to infestations of wood destroying insects.

2410 Montana Blue Dr Inspected Address Spring City 77373 Zip Code

SCOPE OF INSPECTION

- A. This inspection covers only the multi-family structure, primary dwelling or place of business. Sheds, detached garages, lean-tos, fences, guest houses or any other structure will not be included in this inspection report unless specifically noted in Section 5 of this report.
B. This inspection is limited to those parts of the structure(s) that are visible and accessible at the time of the inspection. Examples of inaccessible areas include but are not limited to (1) areas concealed by wall coverings, furniture, equipment and stored articles and (2) any portion of the structure in which inspection would necessitate removing or defacing any part of the structure(s) (including the surface appearance of the structure). Inspection does not cover any condition or damage which was not visible in or on the structure(s) at time of inspection but which may be revealed in the course of repair or replacement work.
C. Due to the characteristics and behavior of various wood destroying insects, it may not always be possible to determine the presence of infestation without defacing or removing parts of the structure being inspected. Previous damage to trim, wall surface, etc., is frequently repaired prior to the inspection with putty, spackling, tape or other decorative devices. Damage that has been concealed or repaired may not be visible except by defacing the surface appearance. The WDI inspecting company cannot guarantee or determine that work performed by a previous pest control company, as indicated by visual evidence of previous treatment; has rendered the pest(s) inactive.
D. If visible evidence of active or previous infestation of listed wood destroying insects is reported, it should be assumed that some degree of damage is present.
E. If visible evidence is reported, it does not imply that damage should be repaired or replaced. Inspectors of the inspection company usually are not engineers or builders qualified to give an opinion regarding the degree of structural damage. Evaluation of damage and any corrective action should be performed by a qualified expert.
F. THIS IS NOT A STRUCTURAL DAMAGE REPORT OR A WARRANTY AS TO THE ABSENCE OF WOOD DESTROYING INSECTS.
G. If termite treatment (including pesticides, baits or other methods) has been recommended, the treating company must provide a diagram of the structure(s) inspected and proposed for treatment, label of pesticides to be used and complete details of warranty (if any). The warranty should specify which areas of the structure(s) are covered by warranty, renewal options and approval by a certified applicator in the termite category. Information regarding treatment and any warranties should be provided by the party contracting for such services to any prospective buyers of the property. The inspecting company has no duty to provide such information to any person other than the contracting party.
H. There are a variety of termite control options offered by pest control companies. These options will vary in cost, efficacy, areas treated, warranties, treatment techniques and renewal options.
I. There are some specific guidelines as to when it is appropriate for corrective treatment to be recommended. Corrective treatment may only be recommended if (1) there is visible evidence of an active infestation in or on the structure, (2) there is visible evidence of a previous infestation with no evidence of a prior treatment.
J. If treatment is recommended based solely on the presence of conducive conditions, a preventive treatment or correction of conducive conditions may be recommended. The buyer and seller should be aware that there may be a variety of different strategies to correct the conducive condition(s). These corrective measures can vary greatly in cost and effectiveness and may or may not require the services of a licensed pest control operator. There may be instances where the inspector will recommend correction of the conducive conditions by either mechanical alteration or cultural changes. Mechanical alteration may be in some instances the most economical method to correct conducive conditions. If this inspection report recommends any type of treatment and you have any questions about this, you may contact the inspector involved, another licensed pest control operator for a second opinion, and/or the Structural Pest Control Service of the Texas Department of Agriculture.



2410 Montana Blue Dr Spring 77373
 Inspected Address City Zip Code

1A. US Pest 1B. 11539
 Name of Inspection Company SPCS Business License Number

1C. 14622 Jones Maltsberger San Antonio Texas 78247 210-494-5800
 Address of Inspection Company City State Zip Telephone No.

1D. John Carter 1.E Certified Applicator (check one)
 Name of Inspector (Please Print) Technician

1F. June 1st, 2021
 Inspection Date

2. RAL Seller Agent Buyer Management Co. Other
 Name of Person Purchasing Inspection

3. April Sylve
 Owner/Seller

4. REPORT FORWARDED TO: Title Company or Mortgagee Purchaser of Service Seller Agent Buyer
 (Under the Structural Pest Control regulations only the purchaser of the service is required to receive a copy)

The structure(s) listed below were inspected in accordance with the official inspection procedures adopted by the Texas Department of Agriculture Structural Pest Control Service. This report is made subject to the conditions listed under the Scope of Inspection. A diagram must be attached including all structures inspected.

5A. Primary Residence
 List structure(s) inspected that may include residence, detached garages and other structures on the property. (Refer to Part A, Scope of Inspection)

5B. Type of Construction:
 Foundation: Slab Pier & Beam Pier Type: _____ Basement Other: _____
 Siding: Wood Fiber Cement Board Brick Stone Stucco Other: _____
 Roof: Composition Wood Shingle Metal Tile Other: _____

6A. This company has treated or is treating the structure for the following wood destroying insects: N/A
 If treating for subterranean termites, the treatment was: Partial Spot Bait Other
 If treating for drywood termites or related insects, the treatment was: Full Limited

6B. N/A
 Date of Treatment by Inspecting Company Common Name of Insect Name of Pesticide, Bait or Other Method

This company has a contract or warranty in effect for control of the following wood destroying insects:
 Yes No List Insects: _____
 If "Yes", copy(ies) of warranty and treatment diagram must be attached.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in the purchase or sale of this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this real estate transaction.

Signatures:
 7A. 0847107 CARTER
 Inspector (Technician or Certified Applicator Name and License Number)

Others Present:
 7B. N/A
 Apprentices, Technicians, or Certified Applicators Name(s) and Registration/License Number(s)

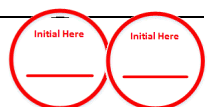
Notice of Inspection Was Posted At or Near:
 8A. Electric Breaker Box 8B. Date Posted: June 1, 2021
 Water Heater Closet
 Beneath the Kitchen Sink

9A. Were any areas of the property obstructed or inaccessible? Yes No
 (Refer to Part B & C, Scope of Inspection) If "Yes" specify in 9B.

9B. The obstructed or inaccessible areas include but are not limited to the following:
 Attic Insulated area of attic Plumbing Areas Planter box abutting structure
 Deck Sub Floors Slab Joints Crawl Space
 Soil Grade Too High Heavy Foliage Eaves Weepholes
 Other Specify: Wall Voids, Behind Cabinets & Appliances

10A. Conditions conducive to wood destroying insect infestation: Yes No
 (Refer to Part J, Scope of Inspection) If "Yes" specify in 10B.

10B. Conducive Conditions include but are not limited to:
 Debris under or around structure (K) Wood to Ground Contact (G) Formboards left in place (I) Excessive Moisture (J)
 Planter box abutting structure (O) Footing too low or soil line too high (L) Wood Rot (M) Heavy Foliage (N)
 Insufficient ventilation (T) Wood Pile in Contact with Structure (Q) Wooden Fence in Contact with the Structure (R)
 Other (C) Specify: _____



2410 Montana Blue Dr

Spring

77373

Inspected Address

City

Zip Code

11. Inspection Reveals Visible Evidence in or on the structure:

- 11A. Subterranean Termites
- 11B. Drywood Termites
- 11C. Formosan Termites
- 11D. Carpenter Ants
- 11E. Other Wood Destroying Insects

Active Infestation

- Yes No
- Yes No
- Yes No
- Yes No
- Yes No

Previous Infestation

- Yes No
- Yes No
- Yes No
- Yes No
- Yes No

Previous Treatment

- Yes No
- Yes No
- Yes No
- Yes No
- Yes No

Specify: _____

11F. Explanation of signs of previous treatment (including pesticides, baits, existing treatment stickers or other methods) identified:

None Visible

11G. Visible evidence of: None Visible has been observed in the following areas: _____

If there is visible evidence of active or previous infestation, it must be noted. The type of insect(s) must be listed in the first blank and all identified infested areas of the property inspected must be noted in the second blank. (Refer to Part D, E & F, Scope of Inspection)

12A. Corrective treatment recommended for active infestation or evidence of previous infestation with no prior treatment as identified in Section 11. (Refer to Part G, H, and I, Scope of Inspection) Yes No

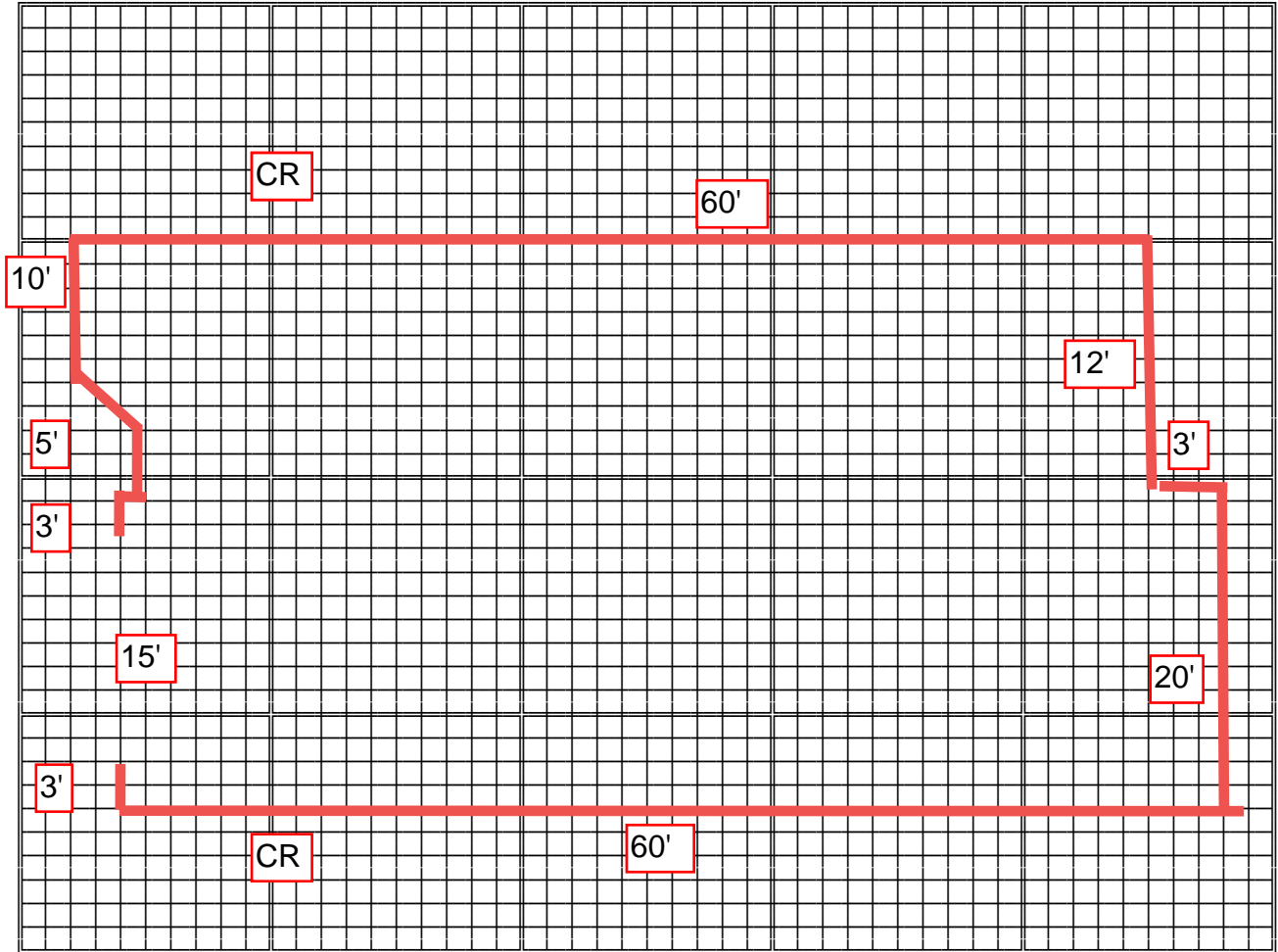
12B. A preventive treatment and/or correction of conducive conditions as identified in 10A & 10B is recommended as follows: Yes No

Specify reason: _____

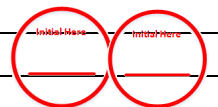
Refer to Scope of Inspection Part J

Diagram of Structure(s) Inspected

The inspector must draw a diagram including approximate perimeter measurements and indicate active or previous infestation and type of insect by using the following codes: E- Evidence of Infestation, A-Active; P-Previous; D-Drywood Termites; S-Subterranean Termites; F-Formosan Termites; C-Conducive Conditions; B-Wood Boring Beetles; H-Carpenter Ants; Other(s) - Specify _____



Additional Comments _____



2410 Montana Blue Dr Spring 77373
Inspected Address City Zip Code

Statement of Purchaser

I have received the original or a legible copy of this form. I have read and understand any recommendations made. I have also read and understand the "Scope of Inspection." I understand that my inspector may provide additional information as an addendum to this report.

If additional information is attached, list number of pages: _____
Signature of Purchaser of Property or their Designee Date

Customer or Designee Not Present **Buyer's Initials** _____



Homeowner's Property Questionnaire

Homeowner's Name: Joseph r. Sylve
 Address: 2410 Montana blue drive Spring, Tx 77373
 Year Built: 2004

In connection with my relocation, I make the following disclosures about my home. This statement is a disclosure of the conditions of the property. It is not a warranty of any kind by me. **(Please answer all questions.)**

***If you answer "Yes" to any of the questions (except 2E, 2F, 8B, 13A, and 13H), please elaborate in the Comments field or provide copies of all documents as requested below.**

1. LOT

- A. Is the property located in a flood plain? Yes No
 If yes, does any condition exist that would prevent a buyer from obtaining flood insurance on the property at standard rates? Yes No
- B. Are there any drainage, flooding, or soil shifting problems on your property? Yes No
- C. Are there any encroachments or unrecorded easements or rights of way relating to this property? Yes No

Comments:

2. STRUCTURAL

- A. Are there any additions, modifications, alterations, repairs, or replacements that have been made to the property? Yes No
 If yes,
 Were permits required? Yes No N/A
 If yes, were the necessary permits obtained? Yes No
 Was the work completed in compliance with applicable building codes? Yes No
- B. Are there any cracks, tilting, or settling of walls or floors? Yes No
- C. Has there ever been or is there any flooding, leakage, or dampness/moisture problems with the house? Yes No
- D. Does your home have composition siding, e.g., Louisiana Pacific or Masonite? Yes No
 If yes, have you filed any claims or received any settlement regarding the siding? Yes No
 If yes, please provide documentation of settlement and any repairs.
- E. Does your home have a stucco exterior? Yes No
- F. Does your home have Adhered Masonry Veneer (AMV)? Yes No
- G. Has there ever been a fire in the home? Yes No
 If yes: Date of Occurrence _____ Extent of Damage \$ _____

Comments: back porch needs replaced, cracked.

3. ROOF

- A. Are there any leakages or other problems with the roof? Yes No

Comments: Roof leaked once during storm had it inspected no missing shingles, flashing came loose caused leak at chimney, no claim filed, was repaired



Homeowner's Property Questionnaire (con't)

4. ELECTRICAL SYSTEM

- A. Are there any problems with the electrical system? Yes No
- B. Have you installed or authorized the installation of any wiring or lighting fixtures since the date of purchase? Yes No N/A
- If yes,
- Were permits required? Yes No N/A
- If yes, were the necessary permits obtained? Yes No
- Was the work completed in compliance with applicable building codes? Yes No

Comments:

5. PLUMBING SYSTEM

- A. Are there any leaks with the plumbing system? Yes No
- B. Is polybutylene piping or ABS piping present in your home? (Polybutylene plumbing systems are gray plastic pipes, distinctly different from PVC and CPVC plastic pipes, with gray plastic fittings to connect the pipe.) Yes No

Comments:

6. HEATING/AIR CONDITIONING SYSTEMS

- A. Are there any problems with the heating/air conditioning systems? Yes No

Comments:

7. HOT WATER SYSTEM

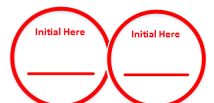
- A. Are there any problems with the hot water system? Yes No

Comments:

8. SEWAGE AND WATER SYSTEMS

- A. Are there any problems with the sewage/septic systems? (Date last pumped _____) Yes No N/A
- B. If the water system is a well, is the water supply adequate and is the water safe and suitable for drinking? Yes No N/A
- C. Have any repairs been made to the septic or well systems? Yes No N/A
- If yes,
- Were permits required? Yes No N/A
- If yes, were the necessary permits obtained? Yes No
- Was the work completed in compliance with applicable building codes? Yes No
- D. Are you aware of any current local requirements that the septic/well systems do not meet? Yes No N/A

Comments:



Homeowner's Property Questionnaire (con't)

9. PEST INFESTATION

- A. Is there any infestation or damage from wood destroying pests, organisms or conditions? Yes No
- B. Has the property ever been treated for pest infestation? Yes No
- C. Is the property under a termite/wood infestation warranty? Yes No
- If yes, with whom: _____

Comments:

10. ENVIRONMENTAL

- A. Has the property been tested for radon gas? Yes No
If yes, did the test results indicate that radon exceeded EPA standards? Yes No
- B. Is there any asbestos in the property? Yes No
- C. To your knowledge has there ever been any asbestos in the property? Yes No
- D. Is there any mold or fungal growth in the property? Yes No
- E. To your knowledge has there ever been any mold or fungal growth in the property? Yes No
- F. Has there ever been a mold abatement or cleanup performed at the property? If yes, provide documentation. Yes No
- G. Are there any underground storage tanks (excluding septic tanks) on the property? Yes No
If yes, are they: working abandoned
- H. To your knowledge, have there ever been any underground storage tanks on the property? Yes No
- I. Are there any other environmental conditions that exist at or near the property? (i.e.: hazardous waste materials, UFFI) Yes No
- J. Were there any additions, remodeling, or any repairs involving drywall made to the property? Yes No
If yes,
Are you aware or do you have any knowledge of the presence of corrosive or defective drywall in the property? Yes No
Have there been any repairs or damage to appliances, air conditioning units, refrigerator components, or any discolorations of electrical wiring and/or copper pipes in the property? Yes No

Comments:

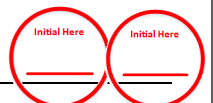
11. REPAIRS

- A. Have there been any significant repairs, improvements, or renovations made to any of the items listed in questions one (1) through ten (10) above? Yes No
- If yes,
Were permits required? Yes No N/A
If yes, were the necessary permits obtained? Yes No
Was the work completed in compliance with applicable building codes? Yes No

Comments: Air conditioner was replaced entirely about 5 years ago has a 10 year warranty with John Moore , Hot water heater replaced 1 year ago has a 10 year warranty

12. LEAD-BASED PAINT

- A. Presence of lead-based paint and or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain): _____
- Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.



Homeowner's Property Questionnaire (con't)

12. LEAD-BASED PAINT (con't)

B. Records and Reports Available to the Seller (check one):

- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based-paint hazards in the housing (list documents): _____
- Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

13. MISCELLANEOUS

- A. To the best of your knowledge can your property be insured at standard/reasonable rates? Yes No
- B. Have any legal actions affecting title, zoning, or possible resale been filed or threatened? Yes No
- C. Does anyone have an option or a right of first refusal to purchase the property? Yes No
- D. Are there any pending, but not yet levied, assessments? Yes No
- E. If you have a pool, hot tub or spa, are there any problems with the pool, hot tub or spa, the surrounding area, or related equipment? Yes No N/A
- F. Have you ever made any insurance claims or class action lawsuits against the property? (i.e.: for hail damage, fire, moisture/water, siding, drywall, etc.) Yes No
- G. Have you ever collected a settlement from an insurance company or class action lawsuit for damage(s) to your house, but not completed the repairs for which the settlement was paid? Yes No
- H. To meet the requirements of "Megan's Law", are you aware of any sex offenders in your neighborhood? Yes No
- I. Are there any other facts, conditions, or circumstances that may affect the value, use, or desirability of the property? (E.g., homeowner's association violations, pending zoning changes, electrical poles near lot line, broken thermal pane window seals, windows painted shut, leaking faucets, etc) Yes No

Comments:

Please attach copies of all existing reports and/or documents you may have relating to the property (i.e.: building permits, disclosure statements, warranties, environmental correction contracts, inspections, radon test, major repair contracts, etc.).

By signing this document you certify that the above information is true and correct to the best of your knowledge and, except as set forth herein, no material problems exist with respect to the property as of the date of signing. You also authorize the furnishing of this information to any prospective purchaser, listing or selling agent, lender, or other person /entity as deemed necessary by NEI Global Relocation Company.

All parties agree that a signature received via facsimile or electronically via email shall be as legally binding for all purposes as an original signature.

DocuSigned by:

 Seller _____ 31050A4B4C46471...
 Date 5/20/2021

DocuSigned by:

 Seller _____ F3C79871BC65457...
 Date 6/3/2021

NEI Global Relocation Company
 Buyer _____
 Date 6/3/2021

DocuSigned by:

 By _____ 47731F8B1DB04D2...
 Date _____

Copy received by:

Signature _____

Date _____

Signature _____

Date _____



Information About Brokerage Services

Texas law requires all real estate license holders 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.

Lyons Key Realty 9006554 terri@lyonskeyrealty.com 281-468-4612
 Licensed Broker /Broker Firm Name or Primary Assumed Business Name License No. Email Phone

Terri Lyons 513659 terri@lyonskeyrealty.com 281-468-4612
 Designated Broker of Firm License No. Email Phone

Terri Lyons 513659 terri@lyonskeyrealty.com 281-468-4612
 Licensed Supervisor of Sales Agent/ Associate License No. Email Phone

Terri Lyons 513659 terri@lyonskeyrealty.com 281-468-4612
 Sales Agent/Associate's Name License No. Email Phone

NEI by: ALS ALS ALS 05/21/2021
 Buyer/Tenant/Seller/Landlord Initials Date



Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov



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To: Joseph R. Sylve and April Sylve

From: Lyons Key Realty (Broker)

Property Address: 2410 Montana Blue Drive, Spring, TX 77373

Date: 05/21/2021

(1) Broker obtained the attached information, identified as Square Footage, Lot Size, Land Characteristics

from Harris County

(2) Broker has relied on the attached information and does not know and has no reason to know that the information is false or inaccurate except: _____

(3) **Broker does not warrant or guarantee the accuracy of the attached information. Do not rely on the attached information without verifying its accuracy.**

Lyons Key Realty

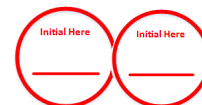
Broker

By Terri Lyons dotloop verified
06/10/21 4:59 PM CDT
CU4J-WDKW-4OV3-EORF

Receipt of this notice is acknowledged by:

Joseph R. Sylve 5/21/21
Signature Date

April Sylve 5-21-21
Signature Date





Notice to a Purchaser of Real Property in a Water District

Note: This Notice should be completed and given to a prospective purchaser prior to execution of a binding contract of sale and purchase, should be executed by the seller and purchaser and should be attached as a separate portion of a purchase contract. Please see NOTE at bottom of page.

1) The real property, described below, that you are about to purchase is located in the Timber Lane UD District. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited amount of bonds and levy an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the district on real property located in the district is \$0.915 on each \$100 of assessed valuation. If the district has not yet levied taxes, the most recent projected rate of tax, as of this date, is \$0.915 on each \$100 of assessed valuation. The total amount of bonds, excluding refunding bonds and any bonds or any portion of bonds issued that are payable solely from revenues received or expected to be received under a contract with a governmental entity, approved by the voters and which have been or may, at this date, be issued \$111,995,000 and the aggregate initial principal amounts of all bonds issued for one or more of the specified facilities of the district and payable in whole or in part from property taxes is \$79,860,000

2) The district has the authority to adopt and impose a standby fee on property in the district that has water, sanitary sewer, or drainage facilities and services available but not connected and which does not have a house, building, or other improvement located thereon and does not substantially utilize the utility capacity available to the property. The district may exercise the authority without holding an election on the matter. As of this date, the most recent amount of the standby fee is None. An unpaid standby fee is a personal obligation of the person that owned the property at the time of imposition and is secured by a lien on the property. Any person may request a certificate from the district stating the amount, if any, of unpaid standby fees on a tract of property in the district.

3) Mark an "X" in one of the following three spaces and then complete as instructed.

- Notice for Districts Located in Whole or in Part within the Corporate Boundaries of a Municipality (Complete Paragraph A).
- Notice for Districts Located in Whole or in Part in the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities and Not Located within the Corporate Boundaries of a Municipality (Complete Paragraph B).
- Notice for Districts that are NOT Located in Whole or in Part within the Corporate Boundaries of a Municipality or the Extraterritorial Jurisdiction of One or More Home-Rule Municipalities.

A) The district is located in whole or in part within the corporate boundaries of the City of _____ . The taxpayers of the district are subject to the taxes imposed by the municipality and by the district until the district is dissolved. By law, a district located within the corporate boundaries of a municipality may be dissolved by municipal ordinance without the consent of the district or the voters of the district.

B) The district is located in whole or in part in the extraterritorial jurisdiction of the City of Houston. By law, a district located in the extraterritorial jurisdiction of a municipality may be annexed without the consent of the district or the voters of the district. When a district is annexed, the district is dissolved.

4) The purpose of this district is to provide water, sewer, drainage, or flood control facilities and services within the district through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the district. The legal description of the property you are acquiring is as follows: _____
2410 Montana Blue Drive, Spring, TX 77373

Joseph R. Sykes 5/21/21
Signature of Seller Date

Joseph D. Sykes _____
Signature of Seller Date

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

DocuSigned by:
NEI Global Relocation by:
Lee Anne Simpson 6/11/2021
Signature of Purchaser Date

Signature of Purchaser Date

NOTE: Correct district name, tax rate, bond amounts, and legal description are to be placed in the appropriate space. Except for notices included as an addendum or paragraph of a purchase contract, the notice shall be executed by the seller and purchaser, as indicated. If the district does not propose to provide one or more of the specified facilities and services, the appropriate purpose may be eliminated. If the district has not yet levied taxes, a statement of the district's most recent projected rate of tax is to be placed in the appropriate space. If the district does not have approval from the commission to adopt and impose a standby fee, the second paragraph of the notice may be deleted. For the purposes of the notice form required to be given to the prospective purchaser prior to execution of a binding contract of sale and purchase, a seller and any agent, representative, or person acting on the seller's behalf may modify the notice by substitution of the words "January 2019" for the words "this date" and place the correct calendar year in the appropriate space.





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 2410 Montana Blue Drive, Spring, TX 77373

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

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

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

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

(TXR-1406) 09-01-19

Initialed by: Buyer: NEI by: [Signature] and Seller: [Signature] [Signature]



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

Water supply provided by: city well MUD co-op unknown other: _____
 Was the Property built before 1978? yes no unknown
 (If yes, complete, sign, and attach TXR-1906 concerning lead-based paint hazards).

Roof Type: _____ Age: 17 (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 type="checkbox"/>	<input checked="" type="checkbox"/>	Floors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sidewalks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Foundation / Slab(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Walls / Fences	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Interior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Driveways	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Lighting Fixtures	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other Structural Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Plumbing Systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Roof	<input type="checkbox"/>	<input checked="" 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	Condition	Y	N
Aluminum Wiring	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Radon Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Settling	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Soil Movement	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Subsurface Structure or Pits	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Underground Storage Tanks	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unplatted Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Unrecorded Easements	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Urea-formaldehyde Insulation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Landfill	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water Damage Not Due to a Flood Event	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wetlands on Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Wood Rot	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Active infestation of termites or other wood destroying insects (WDI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous treatment for termites or WDI	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous termite or WDI damage repaired	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Previous Fires	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Roof Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Termite or WDI damage needing repair	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Single Blockable Main Drain in Pool/Hot Tub/Spa*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input checked="" type="checkbox"/>			

(TXR-1406) 09-01-19

Initialed by: Buyer: _____ NEI by: DS AS and Seller: AS DS



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

*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.

(TXR-1406) 09-01-19

Initialed by: Buyer: NEI by: llsop and Seller: lls, lls



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
<input type="checkbox"/> <input checked="" type="checkbox"/> | 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. |
| <input checked="" type="checkbox"/> <input type="checkbox"/> | Homeowners' associations or maintenance fees or assessments. If yes, complete the following:
Name of association: <u>Van Mar Properties</u>
Manager's name: <u>Mary Zaragoza</u> Phone: <u>832 - 593 - 7300</u>
Fees or assessments are: \$ <u>315</u> per <u>Year</u> and are: <input checked="" type="checkbox"/> mandatory <input type="checkbox"/> voluntary
Any unpaid fees or assessment for the Property? <input type="checkbox"/> yes (\$ _____) <input type="checkbox"/> no
If the Property is in more than one association, provide information about the other associations below or attach information to this notice. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | 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? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no If yes, describe: _____ |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.) |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | Any condition on the Property which materially affects the health or safety of an individual. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | 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). |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | 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. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | The Property is located in a propane gas system service area owned by a propane distribution system retailer. |
| <input type="checkbox"/> <input checked="" type="checkbox"/> | 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): _____

(TXR-1406) 09-01-19 Initialed by: Buyer: NEI by: WLS and Seller: ML RS



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

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

Inspection Date	Type	Name of Inspector	No. of Pages

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

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

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

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

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

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

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

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

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

Joseph R. Sylve
Signature of Seller _____ Date _____

April Sylve
Signature of Seller _____ Date _____

Printed Name: Joseph R. Sylve

Printed Name: April Sylve

(TXR-1406) 09-01-19

Initialed by: Buyer: NEI by: LS and Seller: AM, AS



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>Reliant Energy</u>	phone #: _____
Sewer: _____	phone #: _____
Water: <u>Timberlone</u>	phone #: <u>281-353-9756</u>
Cable: _____	phone #: _____
Trash: <u>Republic Waste</u>	phone #: <u>281-446-2030</u>
Natural Gas: <u>Centerpoint energy</u>	phone #: <u>800-992-7552</u>
Phone Company: <u>At&t</u>	phone #: _____
Propane: _____	phone #: _____
Internet: <u>At&t</u>	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.

NEI Global Relocation by: _____ 6/11/2021 _____
 Signature of Buyer _____ Date _____ Signature of Buyer _____ Date _____

Printed Name: Lee Anne Simpson Printed Name: _____





Information About Brokerage Services

Texas law requires all real estate license holders 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 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:
 - o that the owner will accept a price greater than the written asking price;
 - o that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - o 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.

Lyons Key Realty	9006554	terri@lyonskeyrealty.com	281-468-4612
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone

Terri Lyons	513659	terri@lyonskeyrealty.com	281-468-4612
Designated Broker of Firm	License No.	Email	Phone

Terri Lyons	513659	terri@lyonskeyrealty.com	281-468-4612
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone

Terri Lyons	513659	terri@lyonskeyrealty.com	281-468-4612
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials Date



NOTICE OF INFORMATION FROM OTHER SOURCES

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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To: _____

From: Lyons Key Realty _____ (Broker)

Property Address: 2410 Montana Blue Drive, Spring, TX 77373

Date: _____

See Exhibit 1

(1) Broker obtained the attached information, identified as Square Footage, Lot Size, Land Characteristics

from Harris County

(2) Broker has relied on the attached information and does not know and has no reason to know that the information is false or inaccurate except: _____

(3) Broker does not warrant or guarantee the accuracy of the attached information. Do not rely on the attached information without verifying its accuracy.

Lyons Key Realty
Broker

By: _____

Receipt of this notice is acknowledged by:

NE District location by:
DocuSigned By:
Lee Anne Simpson 6/11/2021
Signature Date

Signature Date





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 2410 Montana Blue Drive, Spring, TX 77373

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	Item	Y	N	U	Item	Y	N	U
Cable TV Wiring	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Liquid Propane Gas:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pump: <input type="checkbox"/> sump <input type="checkbox"/> grinder	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carbon Monoxide Det.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-LP Community (Captive)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Rain Gutters	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ceiling Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	-LP Property	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Range/Stove	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cooktop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Roof/Attic Vents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Sauna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disposal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Emergency Escape Ladder(s)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Barbecue Grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Smoke Detector - Hearing Impaired	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Exhaust Fans	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Patio/Decking	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Spa	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Plumbing System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Detection Equip.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	TV Antenna	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
French Drain	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Washer/Dryer Hookup	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gas Fixtures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Maint. Accessories	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Screens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Natural Gas Lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool Heater	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Public Sewer System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

(TXR-1406) 09-01-19

Initialed by: Buyer:

and Seller: NEI by:

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

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

Was the Property built before 1978? yes no unknown

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

Roof Type: _____ Age: _____ (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 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
Basement	<input type="checkbox"/>	<input type="checkbox"/>
Ceilings	<input type="checkbox"/>	<input type="checkbox"/>
Doors	<input type="checkbox"/>	<input type="checkbox"/>
Driveways	<input type="checkbox"/>	<input type="checkbox"/>
Electrical Systems	<input type="checkbox"/>	<input type="checkbox"/>
Exterior Walls	<input type="checkbox"/>	<input type="checkbox"/>

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

Item	Y	N
Sidewalks	<input type="checkbox"/>	<input type="checkbox"/>
Walls / Fences	<input type="checkbox"/>	<input type="checkbox"/>
Windows	<input type="checkbox"/>	<input type="checkbox"/>
Other Structural Components	<input type="checkbox"/>	<input 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 type="checkbox"/>
Asbestos Components	<input type="checkbox"/>	<input type="checkbox"/>
Diseased Trees: <input type="checkbox"/> oak wilt <input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Endangered Species/Habitat on Property	<input type="checkbox"/>	<input type="checkbox"/>
Fault Lines	<input type="checkbox"/>	<input type="checkbox"/>
Hazardous or Toxic Waste	<input type="checkbox"/>	<input type="checkbox"/>
Improper Drainage	<input type="checkbox"/>	<input type="checkbox"/>
Intermittent or Weather Springs	<input type="checkbox"/>	<input type="checkbox"/>
Landfill	<input type="checkbox"/>	<input type="checkbox"/>
Lead-Based Paint or Lead-Based Pt. Hazards	<input type="checkbox"/>	<input type="checkbox"/>
Encroachments onto the Property	<input type="checkbox"/>	<input type="checkbox"/>
Improvements encroaching on others' property	<input type="checkbox"/>	<input type="checkbox"/>
Located in Historic District	<input type="checkbox"/>	<input type="checkbox"/>
Historic Property Designation	<input type="checkbox"/>	<input type="checkbox"/>
Previous Foundation Repairs	<input type="checkbox"/>	<input type="checkbox"/>
Previous Roof Repairs	<input type="checkbox"/>	<input type="checkbox"/>
Previous Other Structural Repairs	<input type="checkbox"/>	<input type="checkbox"/>
Previous Use of Premises for Manufacture of Methamphetamine	<input type="checkbox"/>	<input type="checkbox"/>

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

(TXR-1406) 09-01-19

Initialed by: Buyer: [] []

and Seller: [NEI by: []]

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

*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 type="checkbox"/> | Present flood insurance coverage (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input 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 type="checkbox"/> | Previous flooding due to a natural event (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input type="checkbox"/> | Previous water penetration in a structure on the Property due to a natural flood event (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input 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 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 type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a floodway (if yes, attach TXR 1414). |
| <input type="checkbox"/> | <input type="checkbox"/> | Located <input type="checkbox"/> wholly <input type="checkbox"/> partly in a flood pool. |
| <input type="checkbox"/> | <input 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.

(TXR-1406) 09-01-19

Initialed by: Buyer: and Seller: NEI by: ^{DS} 

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 in non-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 assessments 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 use 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): _____

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.

NEI Global Relocation by:

Signature of Seller Date

Signature of Seller Date

Printed Name: _____

Printed Name: _____

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 the 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 offer 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: _____	phone #: _____
Sewer: _____	phone #: _____
Water: _____	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: _____

DS
Utson



5/27/2021

Property Listing Agent
c/o Leah Tackitt
NEI GLOBAL RELOCATION
2707 N. 118th Street
Omaha, NE 68164

RE: Radon Protection Plan File ID # 0150*A*277*12249
2410 Montana Blue Dr
Spring, TX 77373

Dear Property Listing Agent:

The HomeBuyer's Preferred (HBP) Radon Protection Plan (the 'plan') is being provided with the sale of the above referenced property by **NEI GLOBAL RELOCATION**

The Plan is a service agreement, which is issued to the buyer of the property at closing. It provides the buyer, at no cost, radon in air testing and, if necessary, radon mitigation.

The Plan provides buyers with the advantage of more conclusive long-term radon testing and security against potential seller interference. Sellers do not have to deal with pre-sale radon testing and mitigation and, of course, there are no radon related delays.

Following is a brief explanation of each of the enclosures. Your assistance is important to assure proper implementation as well as legal protection for you client. Please make sure the buyer of your listing receives the attached information and signs the Addendum to Sale Contract.

Upon signing the Addendum to Sale Contract, the buyer (representative of) must immediately return document to HomeBuyer's Preferred, via email, facsimile, or mail in order for buyer to receive the HBP Radon Plan benefit.

1. Sample Service Agreement

The sample service agreement form provides information about the mechanics of the Plan as well as Plan terms and conditions. Please provide this sample agreement to the buyer at the time of contract.

2. Buyer Acknowledgment and Release Statement

As indicated, the buyer of the property listed above is provided the Plan at no cost. Although virtually all buyers elect to accept the Plan (Option 1), options are also available for pre-sale radon testing at the buyer's expense (Option 2), as well as for a "no test" option (Option 3).

At contract, the buyer is to review the terms and conditions for each option, indicate the selected option, and sign the statement in the space provided. The original copy of the executed statement should be attached to the real estate contract. A copy of the executed HBP statement is to be immediately sent to HomeBuyer's Preferred by the buyer (or representative of).

Presale Test Option (2): If any buyer should select the pre-sale radon test option (2), the radon test must be conducted by a NRPP, NRSB, AND/OR STATE CERTIFIED radon testing contractor, in order for the test results to be accepted. Verify contractor with HBP prior to authorizing test.

3. Homeowner's Association Release Statement

In the event that this property is not a single family detached home, the attached form is given to the buyer. If elevated radon levels are detected, this document must be signed by an HOA representative in order for HBP to proceed with mitigation.





Service Agreement Number

Client Number

File Number

Service Agreement Effective Dates

Service Agreement Holder

Name

Property Address

**RADON PROTECTION PLAN
SERVICE AGREEMENT**

The HomeBuyer's Preferred® Radon Protection Plan is a product of HomeBuyer's Preferred (HBP). HBP is providing to you, the Service Agreement Holder, an alpha track radon testing device and appropriate instructions to conduct a home radon test of the premises at the above stated property address. Should the result of this test indicate an average radon concentration at or above the EPA guideline of 4 pCi/l, HBP will pay for all necessary costs of mitigating the above premises to an average radon concentration below 4pCi/l with such mitigation performed by a NRPP (National Radon Proficiency Program), NRSB (National Radon Safety Board) and/or state listed radon mitigation contractor in accordance with EPA guidelines. Subsequent to the completion of radon mitigation, HBP will provide the Service Agreement Holder an alpha track radon detector to confirm that the radon concentration has been reduced to an average concentration under 4pCi/l. To qualify for mitigation cost payment by HBP, the Service Agreement Holder must deploy the alpha track radon detector provided for the initial radon test for a period of 120 days as indicated in the testing protocol, and return this detector to the laboratory prior to the expiration date of this Agreement. By deploying the radon detector, the Service Agreement Holder accepts the terms and conditions of this Service Agreement. This Service Agreement is applicable only to single family detached homes, unless otherwise agreed to by HBP. The Service Agreement Holder should carefully review how the plan works and terms and conditions of this Service Agreement as indicated on the back of this agreement. Such terms and conditions are an integral part of this agreement.

Acceptance of this Plan indicates the Service Agreement Holder(s) understands that the Surgeon General and the U.S. Environmental Protection Agency have stated that exposure to radon gas may present a potential health hazard. The HomeBuyer's Preferred Radon Protection Plan provides for long-term radon testing and radon mitigation, should radon mitigation be deemed necessary. The Service Agreement Holder(s) failure to return the exposed radon detector by the expiration date of the Agreement will void the Agreement, and should that occur, HBP shall have no further obligation to the Service Agreement Holder resulting from this Service Agreement.

KEEP THIS AGREEMENT WITH YOUR HOME RECORDS

HomeBuyer's Preferred





HOMEBUYER'S PREFERRED RADON PROTECTION PLAN SERVICE AGREEMENT

How The Plan Works/Terms and Conditions

1. After the closing of the purchase of the home covered by this Service Agreement, HBP will send to the Service Agreement Holder the HomeBuyer's Preferred Radon Protection Plan home radon test kit, which will include one Radtrak2® alpha track radon gas detector, return mailer, Measurement Commission Instructions and Data Sheet.
2. Upon receipt of the home radon test kit, Service Agreement Holder deploys the alpha track radon detector in accordance with provided instructions. Service Agreement Holder is urged, immediately after detector deployment, to login to www.radonline.com using their Commission Number and password and update all detector information including monitoring start date and location. Entering this information will assure HBP that the detector has been deployed and will provide the deployment date which will be used by HBP as a means to send the Service Agreement Holder a reminder to return the detector at the appropriate time.
3. Detector is deployed for a period of 120 days. The alpha track detector will measure the average radon concentration for the deployment period.
4. If the Service Agreement Holder has entered their monitoring period via www.radonline.com as indicated in #2 above, approximately 110 days subsequent to the deployment date, HBP will send a notification to the Service Agreement Holder to retrieve the detector, update their monitoring End Date on www.radonline.com, and use the postage paid mailer to return their test to lab for analysis.
5. Upon receipt, the detector will be analyzed and the laboratory will notify Service Agreement Holder in approximately two weeks the result of the 120 day radon measurement.
6. If the test result is under the EPA action level of 4pCi/l (4 picocuries of radon per liter of air), a clearance document will be sent to the Service Agreement Holder and no further action will be required and HBP shall have no further obligation to the Service Agreement Holder.
7. If the test result is equal to or above the EPA action level of 4pCi/l, HBP will advise the Service Agreement Holder that radon mitigation is recommended. HBP will arrange for mitigation with a NRPP, NRSB and/or state listed radon mitigation contractor(s), assure that mitigation has been performed, and pay all standard mitigation costs directly to the radon mitigation contractor.
8. Service Agreement Holder may elect to conduct, at any time prior to the Service Agreement Expiration date, an additional 120 day radon test, utilizing any NRPP, NRSB, and/or state listed long term detector at their expense. If the results of this additional test are at or above the EPA action level of 4pCi/l, HBP will arrange for mitigation with a NRPP, NRSB, and/or state listed radon mitigation contractor(s), assure that mitigation has been performed, and pay all standard mitigation costs directly to the radon mitigation contractor.
9. Subsequent to mitigation, HBP will send to the Service Agreement Holder a Radtrak2® alpha track radon gas detector, which will be deployed in the same location as the initial test detector for a period of 120 days to confirm that the average radon concentration has been reduced to below the EPA action level of 4pCi/l. If the result of the post mitigation radon test is 4pCi/l or higher, HBP will arrange for the mitigation contractor to return and take corrective action. HBP will again provide a Radtrak2® alpha track radon gas detector to the Service Agreement Holder for post mitigation testing to confirm that the radon concentration has been reduced to below 4pCi/l. Post mitigation testing must be started and concluded within one year of the completed mitigation.
10. Service Agreement Holders whose property has required radon mitigation are advised to conduct an annual radon mitigation system maintenance inspection to assure the system is in good working order. The cost of this recommended inspection is not covered under this Service Agreement.
11. HBP does not guarantee future home radon levels will be below 4pCi/l. Radon levels in a home may change for many reasons, including, but not limited to, changes in weather conditions, changes in water table or soil conditions, changes in the structure of the home, or changes in heating and air conditioning system operation. It is therefore recommended that the Service Agreement Holder conduct a long term radon test of at least 120 days annually.
12. HBP GUARANTEES ONLY THE ACCURACY OF THE RADON TEST AND DOES NOT GUARANTEE THE HEALTH SAFENESS OF THE EPA ACTION LEVEL OF 4pCi/l. THIS SERVICE AGREEMENT PROVIDES FOR MITIGATION SERVICES FOR THE MEASURED RADON LEVELS AT OR ABOVE 4pCi/l. HBP WILL NOT BE RESPONSIBLE FOR FUTURE MITIGATION TO LOWER RADON LEVELS SHOULD THE EPA REDUCE THEIR RECOMMENDED RADON ACTION LEVEL. HBP MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT THOSE STATED ABOVE.
13. HBP'S LIABILITY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, PRODUCT LIABILITY, TORT OR OTHERWISE, INCLUDING NEGLIGENCE, SHALL BE LIMITED TO THE AMOUNT PAID TO HBP FOR THE RADON PROTECTION PLAN IN CONNECTION WITH THE TESTED PREMISES OR TO ANY OTHER PERSON FOR ANY CLAIM OR DAMAGE, INCLUDING PERSONAL INJURY AND DIMINUTION OF PROPERTY VALUE, ARISING, DIRECTLY OR INDIRECTLY, FROM THE FURNISHING OF ITS SERVICES PURSUANT TO THE RADON PROTECTION PLAN. UNDER NO CIRCUMSTANCES SHALL HBP BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES.
14. NO PERSON, FIRM OR REPRESENTATIVE, IS AUTHORIZED TO ASSUME ANY OBLIGATION TO MAKE ANY WARRANTY ON BEHALF OF HBP OTHER THAN AS STATED ABOVE.

Initial Here Initial Here



ADDENDUM TO SALE CONTRACT BUYER ACKNOWLEDGMENT AND RELEASE STATEMENT

Included with the purchase of this property is the HomeBuyer's Preferred (HBP) Radon Protection Plan, the Plan. This plan allows for a long-term radon test to be provided after close at no charge to the buyer(s) and performed at the property listed below. Included with your radon test will be the executed Service Agreement, a sample copy of which is attached hereto. Once completed, if elevated levels of radon gas are detected, HBP will arrange and pay for subsequent radon mitigation. All necessary mitigation costs will be paid directly to the certified mitigation contractor after completion of the installation. After installation a second long-term radon test will be sent and performed to confirm the radon mitigation system is functioning properly. At that time, if additional steps are required to lower the radon level, paperwork will be provided to the buyer(s) detailing a course of action.

By signing below the buyer(s) are agreeing to the terms of the Plan as detailed in the provided sample Service Agreement. Upon signing this Acknowledgment and Release Statement, please attach the original copy of this executed statement to the real estate contract and send one copy of this statement immediately to HomeBuyer's Preferred.

A copy of this signed agreement must be sent to HomeBuyer's Preferred in order to receive benefit. Please send by email, facsimile, or mail to:

HomeBuyer's Preferred, 900 Oakmont Ln. Suite 207 Westmont, IL 60559
Email: hbp@homebuyerspreferred.com **Fax:** (331) 814-2214

If the Buyer(s) wish to waive their right to perform a long-term radon test at no cost to them, they may opt to perform a NRPP, NRSB, and/or state* certified short-term radon test at their expense (Option 2). Additionally, if the Buyer(s) do not wish to act on the property regarding radon in air, they may opt out of the Plan entirely (Option 3). In these cases, please accept and initial on one of the two options below. Buyer(s) indicate their agreement to the terms and conditions of the selected option as indicated on page 2 of this statement.

_____ I/We elect to conduct a radon test prior to sale. **Test will be performed by NRPP, NRSB, and/or state* certified radon**
Option 2 **testing contractor.** Arrangement and payment for any pre-sale radon test will be the full responsibility of the buyer.
HomeBuyer's Preferred is responsible for radon mitigation under the terms and conditions indicated on page 2 of this
statement. Buyer will verify contractor with HomeBuyer's Preferred prior to authorizing test.

_____ I/We do not accept the HomeBuyer's Preferred Radon Protection Plan and decline to conduct a radon test prior to closing.
Option 3

Buyer Information

Buyer(s) Name: _____

Email Address*: _____

*Email address required for all future correspondence with HBP. Plan information, reminders, and results will all be emailed to this address. HBP will not solicit to or sell email address collected for the purpose of the Radon Protection Plan.

Property

Street Address: **2410 Montana Blue Dr** _____

City, State Zip: **Spring, TX 77373** _____

Closing

Scheduled Close Date: _____

Occupancy Date (If Different): _____

Buyer Signature: _____

Date: _____

Buyer Signature: _____

Date: _____



Seller Acknowledgement: _____

Date: _____

(Relocation Company or Corporate Seller)



BUYER ACKNOWLEDGMENT AND RELEASE TERMS AND CONDITIONS

Option 1 BUYER ACCEPTS THE HOMEBUYER'S PREFERRED RADON PROTECTION PLAN

The Buyer understands that radon gas is a naturally occurring radioactive substance present in virtually all homes in varying concentrations; and that according to many governmental agencies, including United States Environmental Protection Agency (U.S. EPA), exposure to indoor radon may be a health hazard, depending upon the concentration and exposure period of individuals.

The Buyer has received, read, understood and accepted the HomeBuyer's Preferred Radon Protection Plan Service Agreement ("Plan"). The Plan is a product of HomeBuyer's Preferred, (HBP), and is provided at no cost to the Buyer as a part of the purchase of the Property. The Plan provides for long-term radon testing and, if necessary, mitigation. The Buyer understands and agrees that HBP will mail the Plan, a test kit and instructions after closing (settlement), and that radon testing and any necessary mitigation will occur after the sale is completed. Buyer has the length of the service agreement (one year) to complete the 120 day, long-term radon test.

The Buyer understands and agrees that HBP is solely responsible to provide the Plan radon testing service, and to arrange and pay for any necessary radon mitigation, as these are explained and defined in the written Service Agreement.

In consideration of receipt of the Plan, and for other consideration, Buyer agrees to the terms and conditions of the Plan and further agrees to hold harmless all parties to this Agreement, including but not limited to Seller and their agents and representatives, except HBP, from any and all claims, actions or expenses arising out of the existence, testing, or remediation of indoor radon in the Property.

Option 2 BUYER ELECTS TO CONDUCT A RADON TEST PRIOR TO CLOSING

Arrangement and payment for any pre-sale radon test will be the full responsibility of the Buyer.

Radon mitigation coverage will be based upon submission to HBP of a radon gas test report indicating an average radon measurement the result of which is 4pCi/l or greater. The radon test must be conducted by a NRPP (National Radon Proficiency Program), NRSB (National Radon Safety Board), and/or state certified radon testing contractor, utilizing a NRPP, NRSB, and/or state listed radon testing device. NRPP, NRSB, and/or state radon testing protocols must be followed.

*If state has regulatory certification requirement for radon contractors, testing contractor must possess a current state certification, else NRPP and/or NRSB certification is required in locations where no state radon certification requirement exists.

Based upon a radon test result of 4pCi/l or greater, and the adherence to the above stated terms and conditions, HBP will arrange for mitigation with a professional radon mitigation contractor, assure that mitigation has been performed, and pay all standard mitigation costs directly to the radon mitigation contractor. Radon test reports must be submitted to HBP at least four weeks prior to the close date to assure that mitigation is scheduled prior to closing, else mitigation may be scheduled after close.

Any post mitigation short-term radon test, as with the pre-mitigation test, will be the responsibility of the Buyer. Because of the uncertainty inherent in short-term radon tests, HBP cannot guarantee that the post-mitigation radon level has been reduced to under 4pCi/l, based upon a post-mitigation short-term test. Subsequent to closing, HBP will provide the Buyer with the Plan's long-term alpha track radon test to assure that the post-mitigation radon level has been reduced to under 4pCi/l. If the result of the post-mitigation long-term test is 4pCi/l or higher, HBP will arrange for the mitigation contractor to return and take corrective action. HBP will again provide for post-mitigation testing until it is confirmed that the radon concentration has been reduced to below 4pCi/l.

Buyer understands that he/she/they are responsible for any pre-sale and post mitigation short term radon test and that HBP is responsible for radon mitigation under the terms and conditions described above.

Buyer agrees therefore, to hold harmless all parties to this agreement including but not limited to Seller and their agents and representatives from any and all claims, actions, or expenses arising out of the existence of indoor radon in the Property.

Option 3 BUYER REJECTS THE PLAN AND DECLINES TO CONDUCT A RADON TEST PRIOR TO SALE

The Buyer understands that radon gas is a naturally occurring radioactive substance present in virtually all homes in varying concentrations; and that according to many governmental agencies, including United States Environmental Protection Agency (U.S. EPA), exposure to indoor radon may be a health hazard, depending upon the concentration and exposure period of individuals.

The Seller has offered to the Buyer, at no cost, the HomeBuyer's Preferred Radon Protection Plan, which provides for long-term testing and, if necessary, radon mitigation after the completed sale as described in Option 1 above. The Seller has offered to the Buyer, radon mitigation coverage under the terms and conditions as described in Option 2 above.

The Buyer rejects these offers from the Seller and agrees to hold harmless all parties to this agreement, including but not limited to Seller and their agents and representatives from any and all claims, actions, or expenses arising out of the existence of indoor radon in the Property.





Homeowner's Association Release Statement

5/27/2021

HomeBuyer's Preferred File ID # 0150*A*277*12249

Property Address: 2410 Montana Blue Dr
Spring, TX 77373

In the event the above listed property has a Homeowner's Association (HOA) and elevated radon radon gas in air levels are detected, this form MUST be completed by the HOA in order for HomeBuyer's Preferred to proceed with mitigation for this property.

TO THE HOMEOWNER'S ASSOCIATION ON THE PROPERTY LISTED ABOVE:

The Board of Directors from (Name of HOA) _____ has given authorization to allow the above referenced property to be tested, and if necessary, mitigated for radon gas, which is a naturally occurring radioactive substance present in virtually all homes in varying conditions; and that according to many government agencies, including the United States Environmental Protection Agency (U.S. EPA), exposure to indoor radon may be a health hazard, depending upon the concentration and exposure period of individuals.

Should the radon test results indicate an average concentration at or above the EPA action level of 4pCi/l, HomeBuyer's Preferred will arrange for mitigation of the above-indicated property. The mitigation may involve installing a sub slab depressurization system to be completed by a professional radon mitigation contractor.

Please sign below to indicate that if radon mitigation is necessary, that you, the Homeowner's Association, agree to allow a sub slab depressurization system to be installed in this property.

If you have any questions or concerns, please contact HomeBuyer's Preferred Customer Service.

Please return this form to HomeBuyer's Preferred via email, fax or mail.
Email: hbp@homebuyerspreferred.com
Fax: 331.814.2214

ACKNOWLEDGED AND AGREED TO:

By: _____

Title: _____

Date: _____

Homeowner's Association: _____

Phone Number: _____



Exhibit 1

Buyer understands that Seller is a relocation management company and has never physically occupied the property; therefore, Buyer should satisfy themselves as to the condition of the property prior to closing. Seller makes no representations or guarantees, expressed or implied, as to the condition of the property. Any property inspections received by NEI Global Relocation Company are attached to and referenced in NEI Global Relocation Company's Inspection Disclosure Addendum.

Buyer's Signature

Date

Buyer's Signature

Date